



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victoria University
(AG2019/4191)

VICTORIA UNIVERSITY ENTERPRISE AGREEMENT 2019

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 21 NOVEMBER 2019

Application for approval of the Victoria University Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Victoria University Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victoria University. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[4] The Agreement was approved on 21 November 2019 and, in accordance with s.54, will operate from 28 November 2019. The nominal expiry date of the Agreement is 1 September 2022.



COMMISSIONER

Victoria University
Enterprise Agreement 2019



CONTENTS

1.	Application	4
2.	Coverage and Parties	4
3.	Term and Operation of Agreement	4
4.	Objects of the Agreement	4
5.	Intellectual Freedom	5
6.	Definitions	5
7.	Flexibility under this Agreement	7
8.	University Policies, Procedures and Guidelines	8
9.	Bathelmun Yalingwa (Shine Bright) Strategy 2017-2020	8
TYPES OF EMPLOYMENT		8
10.	Types of Employment	8
11.	Terms of Engagement	9
12.	Probation period	9
13.	Continuing employment	10
14.	Fixed Term Employment	10
15.	Continuing (Contingent Funded) Employment	13
16.	Casual Employment – Professional Staff	13
17.	Sessional employment – Academic Staff	14
18.	Senior Staff Employment Arrangements	14
19.	Apprenticeships and Traineeships	15
GENERAL CONDITIONS OF EMPLOYMENT FOR ALL STAFF		15
20.	Requests to vary work arrangements	15
21.	Purchased Leave Arrangement	16
22.	Recognition of prior non-casual service from a previous eligible employer	16
23.	Travel	17
24.	Classification and incremental progression	17
CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL STAFF		19
25.	Hours of Work	19
26.	Attendance Arrangements	19
27.	Overtime	20
28.	Meal breaks	22
29.	Rostering and loadings for shift work	22
30.	Higher duties allowance	22
31.	Uniforms and protective clothing	23
32.	Special conditions for staff members engaged in Children's Services	24
33.	Special conditions for staff members engaged in the Aquatic and Fitness Centre	24
34.	Special conditions for staff members engaged in Catering and Hospitality Services	25
CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF		26
35.	Managing Academic Duties	26
36.	Special conditions for staff members engaged in Foundations Studies	32
RATES OF PAY AND RELATED MATTERS		33
37.	Minimum wages and salary	33
38.	Salary increases	33
39.	Payment of salaries	33
40.	Deductions from salary	34
41.	Superannuation	34

HOLIDAY AND LEAVE PROVISIONS	34
42. Public Holidays, Christmas and New Year Closure	34
43. Annual Leave	35
44. Parental leave	36
45. Long service leave	39
46. Personal leave	41
47. Leave and Make-Up Pay	42
48. Compassionate leave	42
49. Religious and Cultural leave	43
50. Aboriginal and Torres Strait Islander staff leave	43
51. Situations of family and domestic violence	43
52. Special leave	44
53. Community Service Leave	44
54. Study leave – Professional staff members	44
55. Leave without pay to Count as Service	44
DISCIPLINE AND PERFORMANCE MANAGEMENT	45
56. Principles and definitions	45
57. Unsatisfactory Performance management	46
58. Disciplinary Outcomes for Unsatisfactory Performance	47
59. Misconduct and Serious Misconduct	48
60. Disciplinary Outcomes for Misconduct and/or Serious Misconduct	49
61. Review of Decisions by Independent Reviewer	50
62. Review and Appeal Committee	53
CONSULTATION AND DISPUTE RESOLUTION	54
63. Joint Consultative Committee (JCC)	54
64. Major Workplace Change	56
65. Dealing with Disputes	57
ENDING THE EMPLOYMENT RELATIONSHIP	58
66. Termination of employment	58
67. Termination of employment on grounds of ill-health - academic staff	59
68. Redundancy and Redeployment	60
69. Voluntary Early Retirement Scheme	62
70. Union rights	63
SIGNATURES OF THE PARTIES	64
SCHEDULE A – MINIMUM ACADEMIC STAFF SALARIES	65
SCHEDULE B – MINIMUM PROFESSIONAL STAFF SALARIES	71
SCHEDULE C – PROFESSIONAL STAFF CLASSIFICATION DESCRIPTORS	75
SCHEDULE D – MINIMUM STANDARDS FOR ACADEMIC LEVELS	86

1. Application

1.1 This Agreement applies to Victoria University (referred to in this Agreement as "the University") and all staff members employed by the University except for:

(a) the Vice-Chancellor, Deputy Vice-Chancellors, Pro Vice-Chancellors, Deans and Vice Presidents;

(b) TAFE teaching staff and staff engaged pursuant to a TAFE executive contract of employment.

2. Coverage and Parties

2.1 The parties to this Agreement are the University and the National Tertiary Education Industry Union (referred to in this Agreement as "NTEU" or the "Union").

2.2 This Agreement applies to and covers the NTEU, subject to the provisions of section 183(1) of the Act.

3. Term and Operation of Agreement

3.1 This Agreement will:

(a) be effective from 7 days after its approval by FWC; and

(b) nominally expire on 1 September 2022.

3.2 This Agreement supersedes and wholly replaces any previous enterprise agreement covering staff members covered by this Agreement. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this Clause, apply to those staff members whose employment falls within the scope of this Agreement.

3.3 **A copy of this Agreement will be posted on the University's intranet site.**

3.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. Objects of the Agreement

4.1 The object of this Agreement is to provide fair terms and conditions of employment which support the University's aspiration to maintain an agile and student-centred and future-focussed workforce in a dynamic and sustainable organisation.

4.2 The University and its staff recognise the importance of a healthy, dynamic and sustainable organisation for the West of Melbourne that has the benefit of providing secure and engaging employment for staff.

4.3 Any objects, aims or principles (including strategic objectives) outlined in this Agreement in connection with any clause operate only to guide the parties as to the intention of that clause, and are not intended to create any binding rights, entitlements or obligations in themselves.

5. Intellectual Freedom

5.1 The University encourages and supports the right to freedom of enquiry and expression. This right carries with it the duty to use that freedom in a manner consistent with a responsible and honest search for, and dissemination of, knowledge and truth. This includes the right to:

- (a) pursue critical and open enquiry without fear or favour; and
- (b) participate in public debates and express opinions about issues and ideas within their area of disciplinary or professional expertise, including those relating to tertiary education.

5.2 In the exercise of intellectual freedom, a staff member may make public comment on a topic within their area of expertise, as long as the staff member does so in their private capacity and does not claim to represent the University when making such comment.

5.3 Staff members must maintain conduct that is consistent with the highest standards of propriety, truthfulness and ethical responsibility.

6. Definitions

6.1 "Act" means the *Fair Work Act 2009*, as amended from time to time. In the case that the Act is superseded by successor legislation, a reference to a provision of the Act will be taken to refer to the equivalent provision in that successor legislation.

6.2 "Agreement" means this Victoria University Enterprise Agreement 2019.

6.3 "Decision Maker" has the meaning prescribed at clause 56.8.

6.4 "Disciplinary Action" has the meaning prescribed at clause 56.9.

6.5 "DVC" means the person appointed as a Senior Deputy Vice-Chancellor of the University, or a person working in that capacity.

6.6 "Foundations Studies academic teacher" means a staff member engaged to teach students, where a majority of the staff member's teaching work is in the delivery of foundation studies programmes or bridging courses where the programme or course is preparatory to or articulates with programmes leading to higher education qualifications or higher education programmes. For the purposes of this Agreement, a Foundations Studies academic teacher does not include a staff member involved in:

- (a) teaching into foundation studies programmes or bridging course teaching undertaken by TAFE teachers; or
- (b) vocational education and training (VET) teaching leading to qualifications recognised within the AQF;
- (c) ELICOS and TESOL teaching;
- (d) LOTE teaching;
- (e) English language, literacy and numeracy teaching;
- (f) English language teaching in migrant education programmes; or
- (g) community and adult education teaching not leading to qualifications recognised by the AQF.

6.7 "FWC" means the Fair Work Commission, or any successor tribunal.

- 6.8 "HEP" or professional means Higher Education Professional, being a position classified in accordance with Schedule A (formerly 'Higher Education Worker' or HEW).
- 6.9 "Immediate Family Member" has the same meaning as provided under the Act, and includes:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of a staff member; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of a staff member,
- where:
- (c) a spouse includes a former spouse, a de facto spouse and a former de facto spouse of the staff member;
 - (d) a de facto spouse means a person who lives with the staff member as his or her husband or wife (including a same sex partner) on a bona fide domestic basis, although not legally married to the staff member; and
 - (e) a child includes an adult child, adopted child, a step child or an ex-nuptial child of the staff member.
- 6.10 "Misconduct" has the meaning prescribed at clause 56.10.
- 6.11 "NES" means the National Employment Standards set out in Part 2-2 of the Act.
- 6.12 **"Primary Care Giver"** means a staff member who has the principal responsibility of providing care and attending to the physical needs of a child. Only one person can be the Primary Care Giver of a child at one time. The Primary Care Giver must also be the:
- (a) biological or adoptive parent of the child; or
 - (b) partner of the biological or adoptive parent of the child; or
 - (c) person caring for a child born of a surrogacy arrangement.
- 6.13 "Representative" means a person chosen by a staff member to represent them in relation to a specific matter or process under this Agreement. The chosen representative may be a colleague, an NTEU or other union representative, or a support person. The chosen representative may not be a person who is currently an Australian Legal Practitioner, unless that person is also a University employee or an employee of a registered organisation.
- 6.14 "Reviewer" means a person selected to review eligible decisions in accordance with clause 61.
- 6.15 "Serious Misconduct" has the meaning prescribed at clause 56.11.
- 6.16 "Sessional" means an academic staff member, engaged as such, who is employed on a casual basis. Unless otherwise specified by the terms of the Agreement, a reference to a casual staff member includes a sessional staff member.
- 6.17 **"Seven Day Shiftworker"** means, for the purposes of the NES, a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.
- 6.18 "Staff member" means an employee employed by the University who is covered by this Agreement.

- 6.19 "Supervisor" **means a staff member who has** supervisory and/or managerial responsibility in relation to one or more staff members. For an academic staff member in a College, a Supervisor will be a Level C academic or above. For an academic staff member not in a College, a Supervisor will be a staff member of equivalent seniority or standing.
- 6.20 "Teaching Focussed Academic", formerly referred to as an Academic Teaching Scholar, means an academic staff member who is principally engaged to teach, lecture, manage, coordinate and/or develop educational programs across the AQF levels in accordance with the teaching/scholarship aspects of the relevant MSALs. A Teaching Focussed Academic will not be expected to engage in academic research. Unless expressed otherwise, a reference in this Agreement to an academic staff member shall include a reference to a Teaching Focussed Academic.
- 6.21 "Teaching and Research Academic" **means an academic staff member who is engaged to undertake all** of the relevant aspects of the MSALs relevant to their level. Unless expressed otherwise, a reference in this Agreement to an academic staff member shall include a reference to a Teaching and Research Academic.
- 6.22 "Unsatisfactory Performance" has the meaning prescribed at clause 56.13.
- 6.23 "Vice President, People & Culture" means the head of the human resources function for the University, or a person working in that capacity.
- 6.24 "Written Warning Notification" has the meaning prescribed at clause 56.14.

7. Flexibility under this Agreement

- 7.1 A staff member covered by this Agreement may make an individual flexibility arrangement (IFA) with the University to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the University and the staff member in relation to one or more of the matters mentioned in 7.1(a); and
 - (c) the arrangement is genuinely agreed to by the University and staff member.
- 7.2 The University must ensure that the terms of the IFA are about permitted matters under section 172 of the Act, and are not unlawful terms under section 194 of the Act, and will result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 7.3 The University must ensure that the IFA:
- (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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 The University must give the staff member a copy of the IFA within 14 days after it is agreed to.

7.5 The University or staff member may terminate the IFA by giving no more than 28 days written notice to the other party to the arrangement or, by mutual agreement in writing, at any time.

8. University Policies, Procedures and Guidelines

8.1 This Agreement is supported by the University's policies, procedures and guidelines as determined by the University from time to time.

8.2 University policies, procedures and guidelines will not replace or reduce entitlements as set out in this Agreement, but provide guidance for the administration of the relationship between the University and its staff. Such policies, procedures and guidelines including those referred to in this Agreement, do not form part of this Agreement.

9. Bathelmun Yalingwa (Shine Bright) Strategy 2017-2020

9.1 The University will maintain its strategic objective to create opportunities to support the success of its Aboriginal and Torres Strait Islander staff members, as reflected in its *Bathelmun Yalingwa (Shine Bright) Strategy 2017-2020*.

9.2 The University will use its best endeavours to increase the proportion of Aboriginal and Torres Strait Islander staff members employed by it to 2.2% (i.e. 37 FTE staff members as at the date of approval of this Agreement) of the full-time equivalent staffing population by the nominal expiry date of this Agreement.

TYPES OF EMPLOYMENT

10. Types of Employment

10.1 A staff member may be employed on a full time, part time, casual or sessional basis.

10.2 A part time staff member is a staff member who is employed for less than the ordinary weekly hours specified for a full time staff member. Except as otherwise provided for by the terms of the Agreement, a part time staff member is entitled to receive all of the entitlements of a full time staff member on a pro rata basis, proportionate to their agreed ordinary hours of work. For the avoidance of any doubt, a part time staff member is not required to serve a longer period of continuous service in order to qualify for any leave entitlements.

10.3 A full time or part time staff member may be employed pursuant to a continuing, fixed term, or contingent funded contract, as described in this Part of the Agreement.

10.4 A full time or part time staff member may engage in additional work as a casual staff member provided that:

- (a) the additional work is unrelated to, or identifiably separate from, the staff member's substantive duties; and
- (b) the additional work does not affect the safe and otherwise proper performance of the staff member's ordinary duties.

10.5 Nothing in this Agreement limits the number or proportion of staff members that the University may employ in any particular type of employment.

11. Terms of Engagement

Upon engagement, the University will provide a staff member with an instrument of employment that stipulates the type of employment, the main conditions of employment or the source of the same, the staff member's duties and reporting relationships, the length and terms of any applicable period of probation, the hours or fraction of full time hours to be worked by a continuing or fixed term staff member, and in the case of a casual staff member, the duties and number of hours required and a statement that any additional duties will be paid for.

12. Probation period

12.1 **A staff member's probation period will be managed in accordance with this clause and the University's Probation Policy and Procedure. The University's Probation Policy and Procedure are not incorporated into this Agreement.** If the University determines that any policies or procedures relating to probation should be amended, changed or replaced, the University will notify and consult with staff members and the NTEU about the proposed changes and the impact of the change.

12.2 A staff member with a continuing appointment or fixed term appointment of six months or more will be subject to a reasonable probation period that is directly referable to the nature of the work to be carried out under the contract of employment and the time reasonably required to demonstrate competent performance.

12.3 A probation period will not apply to an existing staff member who has previously successfully completed a probation process with the University, including a fixed term staff member whose fixed term contract has been extended, renewed or replaced.

12.4 During the probation period the University will support and develop new staff by providing procedurally fair planning and regular review processes. These processes should ensure new staff are appropriately equipped and supported to meet the performance expectations of the position they hold with the University.

12.5 Probation criteria will be discussed and developed by the Supervisor and probationary staff member within the first two weeks of employment, and must be:

- (a) specified as a definable goal;
- (b) referable to the position description for the position and/or the MSALs for academic staff;
- (c) commensurate with the level, time fraction and timeframe of the appointment of the staff member; and
- (d) designed to ensure that the staff member will work productively in the University.

12.6 Maximum probation periods

The maximum probation periods outlined below will not limit the scope of the University and an individual staff member to agree to a shorter probation period.

	Academic staff	Professional
Continuing	Maximum of three years with the provision for up to two further annual extensions	Maximum of six (6) months
Fixed term (of more than 6 months)	Maximum of 25 percent of the period of fixed term appointment or nine (9) months, whichever is lesser	Maximum of 25 percent of the period of fixed term appointment or six (6) months, whichever is lesser

12.7 Decisions regarding confirmation of academic appointments must be made by a panel of no less than three (3) appropriately qualified senior academic staff. The panel may decide to:

- (a) confirm the appointment;
- (b) extend the probationary period, for no longer than the applicable maximum period set out in clause 12.6; or
- (c) not confirm the appointment of the staff member.

12.8 Where the University decides not to confirm the appointment of the staff member, the following minimum notice periods will apply:

- (a) For a professional staff member or a fixed term academic staff member, 4 weeks' notice, to be provided to the affected staff member prior to the expiry of the probation period.
- (b) For a continuing academic staff member, 6 months' **notice, to be provided to the affected staff member** prior to the expiry of the probation period.

12.9 Where a staff member receives notice under clause 12.8, they may seek an independent review of the decision in accordance with clause 61. The review will be conducted prior to the expiry of the notice period, and the notice period will continue while the review is in progress. A further notice period will not be provided if the non-confirmation decision is confirmed.

13. Continuing employment

A continuing staff member will be a staff member described as such in their instrument of engagement. A continuing staff member may work on a full time or part time basis.

14. Fixed Term Employment

14.1 Subject to clause 14.2, the University may employ a staff member for a specified term or ascertainable period, for which the instrument of engagement will specify the circumstances for the use of the fixed term employment and the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

14.2 A staff member engaged under a contract of fixed term employment must undertake work that comes within the description of one or more of the following categories:

- (a) Specific task or project, being 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 will 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;
- (b) Research, being work activity by a staff member engaged on a research only basis for a contract period not exceeding five years;
- (c) Replacement staff member, being a staff member undertaking work activity replacing a full time or part time staff member for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area;
- (d) Fill a vacancy on a temporary basis, being where a staff member is engaged for a limited period to temporarily fill a new position or to replace a staff member who has resigned or retired whilst the position is pending a recruitment process. Fixed term employment under this category does not have to be at the same level as the position pending recruitment. A fixed term contract can be offered for a period of up to two years under this category;
- (e) Pre-retirement contract, being where a full time or a part time staff member declares that it is their intention to retire, a fixed term contract expiring on or around the relevant retirement date may be entered into for a period of up to five years expiring on or around the retirement date;
- (f) Student, being where the University offers a fixed term contract to a person who is enrolled as an undergraduate or postgraduate student of the University, provided that the fixed term employment expires no later than the end of the academic year in which the person ceases to be a student;
- (g) Recent professional practice required, being where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years. For the purpose of this sub-clause, **professional practice will be considered as "recent" only when it has occurred within the previous two years.**
- (h) Uncertainty over future requirements, being where there is uncertainty over future requirements, such as where all or part of the University is:
 - (i) pending or undergoing organisational change;
 - (ii) a new course is being developed and/or implemented; or
 - (iii) an organisational area is being established or disestablished;

in which case,

- (iv) A fixed term contract can be offered for a period of up to three (3) years under this category. If at the expiry of the initial contract there continues to be uncertainty over the **future requirements and the University determines that the staff member's position** or substantially the same position is still required, a further fixed term contract of a maximum of 12 months may be offered to the incumbent, provided the staff member was employed through an open and competitive selection process and has a record of satisfactory performance in the position.
- (v) If at the expiry of the initial or subsequent contract there is no longer uncertainty over the **future requirements and the University determines that the staff member's position** or substantially the same position is required on an ongoing basis, the incumbent will be

offered the position on a continuing basis, provided the staff member was employed through an open and competitive selection process and there is a record of satisfactory performance in the position.

14.3 Renewal of position upon expiry of contract

- (a) Where the University has determined at the end of a fixed term contract to renew the position or substantially the same position on a fixed term or continuing basis, the incumbent will be offered appointment to that position, provided:
 - (i) the staff member was employed through an open and competitive selection process;
 - (ii) there is a record of satisfactory performance; and
 - (iii) the fixed term contract was under 14.2(a) Specific task or project or 14.2(b) Research
- (b) Where the University determines not to renew the position or substantially the same position, or where the incumbent is not offered appointment to the renewed position in accordance with clause 14.3, the University will provide notice of that decision in accordance with clause 66.3.

14.4 Applications for conversion of fixed term staff members to ongoing employment

A fixed term staff member who has completed three years of service with the University may apply for conversion to ongoing employment subject to meeting the following criteria:

- (a) The staff member was appointed through an open and competitive selection process;
- (b) There is a record of satisfactory performance in the position; and
- (c) The University has an ongoing need for the position.

14.5 The University may terminate the employment of a staff member employed on a fixed term contract during the term for cause, based upon Serious Misconduct pursuant to clause 60.3, Unsatisfactory Performance pursuant to 58.4 or Ill-Health by providing notice in accordance with clause 66.

14.6 A staff member who is employed on a second or subsequent fixed term contract of employment under subclause 14.2(a) Specific task or project and/or subclause 14.2(b) Research category, and who had a reasonable expectation of continuing employment, whose contract is not renewed because the position is no longer required by the University to be performed by anyone, will be entitled to be paid severance pay upon the termination of their fixed term contract, calculated as follows:

Period of continuous service		Severance pay
At least	but less than	
1 year	2 years	4 weeks
2 years	3 years	6 weeks
3 years	4 years	7 weeks
4 years	5 years	8 weeks
5 years	6 years	10 weeks
6 years	7 years	11 weeks

7 years	8 years	13 weeks
8 years	9 years	14 weeks
9 years	10 years	16 weeks
10 years	-	12 weeks

14.7 The University may defer a severance payment for a maximum of four weeks from the expiry of the contract where the University advises a staff member that a further period of employment consistent with this clause may be offered within six weeks of the expiry of the contract.

15. Continuing (Contingent Funded) Employment

15.1 A staff member appointed to a position funded by Contingent Funding for a period of 12 months or more, and who is to be appointed to their second consecutive contract, may be employed on a Continuing (Contingent Funded) contract of employment.

15.2 "Contingent Funding" means limited term funding provided from an external source or sources, but does not include funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

15.3 The effect of the Continuing (Contingent Funded) contract of employment is that where the Contingent Funding ceases:

- (a) the University may transfer the staff member to another equivalent position; or
- (b) 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 to which the staff member is entitled and thereafter unpaid leave to retain the employment relationship until a decision on the Contingent Funding is made. By agreement, payment of leave may be delayed for up to nine weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance pay may be delayed for up to nine weeks to facilitate continuation of service, but will be paid on termination if the staff member is not offered further employment by the University; or
- (c) if the employment does not continue pursuant to one of the preceding sub-clauses, the Continuing (Contingent Funded) contract of employment will cease, the staff member's employment will terminate, and a severance payment will be made to the staff member in accordance with the NES at the end of the notice period (and any approved leave taken in accordance with sub-clause 15.3(b)).

16. Casual Employment – Professional Staff

16.1 Casual professional staff members are engaged by the hour and paid on an hourly basis that includes a loading of 25% in lieu of all paid leave entitlements other than long service leave. Where a casual staff member is entitled to the payment of an overtime loading in respect to the performance of particular hours of work under this Agreement, they will be entitled to be paid in accordance with clause 27.3.

16.2 The minimum period of engagement for a casual professional staff member will be three hours, except where the staff member is a:

- (a) student (including postgraduate student) during the period from Monday to Friday during the main teaching weeks of the university, other than public holidays; or

(b) staff member with a primary occupation elsewhere (or with the University);

in which case the minimum period of engagement will be one hour.

16.3 A casual professional staff member employed on a regular and systematic basis in the same or a similarly classified position in the same department (or equivalent) over a period of at least 12 months may apply for conversion to fixed term or continuing employment. The University may refuse an application for casual conversion on reasonable grounds which include, but are not limited to, the following:

(a) the staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;

(b) the staff member is a genuine retiree;

(c) the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);

(d) the staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;

(e) the 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.

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

17. Sessional employment – Academic Staff

Sessional academic staff are engaged by the hour and paid on an hourly basis that includes a loading of 25% in lieu of all paid leave entitlements other than long service leave. Sessional academic rates of pay are outlined at Schedule A.

18. Senior Staff Employment Arrangements

18.1 The following staff may be offered employment on a senior staff employment contract:

(a) An academic staff member who is paid a total remuneration package at or above 20% of the salary applicable to a Level E;

(b) A Professional staff member who is paid a total remuneration package at or above 20% of the salary applicable to a HEW 10.

18.2 A total remuneration package, for the purposes of 18.1(a) and 18.1(b) above, comprises base salary, employer superannuation contributions, loadings or bonuses (including the cash value of University provided vehicle or vehicle and other allowances).

18.3 A senior staff employment contract may contain key performance criteria which must be met within defined timeframes and may override or vary the following clauses: 7 Flexibility under this Agreement, 12 Probation, 14 Fixed Term Employment, 20 Requests to Vary Work Arrangements, 21 Purchased Leave Arrangement, 23 Travel, 24 Classification and incremental Progression, 25 to 34 Conditions of Employment for Professional Staff, 35 to 36 Conditions of Employment for Academic Staff, 38 Salary

increases, 56 to 62 Discipline and Performance Management, 64 Major Workplace Change, and 66 to 68 Ending the Employment Relationship.

19. Apprenticeships and Traineeships

19.1 An apprentice or trainee is a person employed pursuant to an apprenticeship or traineeship approved by the relevant State, Territory or Commonwealth training authority, or a person employed under a special Commonwealth or State Government employment or training scheme.

19.2 Apprentices will be paid at the following percentage of the salary rate prescribed at HEP Level 3.1 (base trade rate):

1st Year	55% of the base trade rate
2nd year	65% of the base trade rate
3rd year	80% of the base trade rate
4th year	95% of the base trade rate

19.3 Trainees will be paid pursuant to their training agreement or training scheme that is registered with the relevant State, Territory or Commonwealth training authority.

GENERAL CONDITIONS OF EMPLOYMENT FOR ALL STAFF

20. Requests to vary work arrangements

20.1 A staff member who has worked for the University for at least 12 months on a full time or part time basis, and a long term casual employee with a reasonable expectation of continuing employment with the University on a regular and systematic basis, may request a change in their working arrangements from the University if they require flexibility. Such changes to work arrangements may include, but are not limited to, reduced time fractions, alternate locations for the performance of work, or job sharing arrangements.

20.2 The University must seriously consider a request made pursuant to clause 20.1 but may refuse on reasonable business grounds.

20.3 In determining whether the University is able to accommodate the request, reasonable business grounds for refusal include, but are not limited to:

- (a) that the new working arrangements requested by the staff member would be too costly for the University;
- (b) that there is no capacity to change the working arrangements of other staff members to accommodate the new working arrangements requested by the staff member;
- (c) that it would be impractical to change the working arrangements of other staff members, or recruit new staff members, to accommodate the new working arrangements requested;
- (d) that the staff member is already working under another flexibility arrangement at the University;
- (e) that the new working arrangements requested by the staff member would be likely to result in a significant loss in efficiency or productivity for the relevant College and/or Department of the University; or

- (f) that, if applicable, the new working arrangements requested by the staff member would be likely to have a significant negative impact on student support and other University services.

21. Purchased Leave Arrangement

- 21.1 Subject to clause 21.4, and with the University's agreement, a continuing full time staff member may elect to purchase between 1 and 6 additional weeks of leave in a calendar year. If a request to purchase **additional leave is granted, the staff member's salary will be reduced** on a pro rata basis to reflect the number of hours purchased, subject to the staff member continuing to work 36.75 ordinary hours per week when not on leave.
- 21.2 Staff members who enter into a purchased leave arrangement will retain prior benefits accrued to date and will accrue benefits at the approved fractional rate for the period of the purchased leave arrangement. The arrangement will be reviewed at the end of each calendar year.
- 21.3 Where a staff member has entered a purchased leave arrangement under this clause 21 and their employment terminates, the University will either provide additional payment or recoup payment, so that the staff member is paid for duties actually carried out up to the date of termination.
- 21.4 The University may refuse a request for a purchased leave arrangement where it has reasonable business grounds to do so, having regard to, but not limited by, the following factors:
 - (a) any other flexible work arrangements under which the staff member is currently working or proposes to work;
 - (b) whether the University would be required to change the working arrangements of other staff members to accommodate the proposed purchased leave arrangement;
 - (c) whether the purchased leave arrangement requested by the staff member would be likely to result in a significant loss in efficiency or productivity for the relevant College and/or Department of the University; and/or
 - (d) whether the proposed purchased leave arrangement requested by the staff member would be likely to have a significant negative impact on student support and/or other University services.
- 21.5 Where a relevant Supervisor refuses a request for a purchased leave arrangement a written explanation of the circumstances must be provided to the staff member.

22. Recognition of prior non-casual service from a previous eligible employer

- 22.1 Prior non-casual service will be recognised for staff members commencing employment on or after the date of approval of this agreement for the purposes of personal leave and long service leave where the **staff member's prior non-casual service** was with a:
 - (a) publicly funded Australian university or TAFE institute; or
 - (b) privately funded university that has reciprocal arrangements with Victoria University and whose Chief Executive Officer is a member of Universities Australia.
- 22.2 A maximum of 45 **days'** personal leave will be recognised in accordance with this clause. By application, the University may, at its absolute discretion, recognise personal leave beyond 45 days in extraordinary circumstances.
- 22.3 A staff member is not entitled to have prior service recognised if there has been a break in service of more than six months.

- 22.4 For recognition of prior non-casual service with a previous employer, the staff member must submit, within six months of the date of appointment, a written application for recognition of such service. Renewal or extension of a fixed term contract does not constitute a new appointment for the purpose of this clause.
- 22.5 Where such prior non casual service of a staff member is recognised for long service leave credit, the University may require that the staff member work for a period of at least three years for the University before they are eligible to take long service leave.
23. Travel
- 23.1 Travel between campuses by professional staff
- (a) Time spent by a professional staff member in travelling between campuses on University business will count as time worked by the staff member.
- (b) The University will, wherever, possible provide a professional staff member required to travel between campuses on University business with a vehicle for such travel or may authorise the staff member to use the staff member's own vehicle for such travel. Where a staff member uses their own vehicle for University business they will be reimbursed at the current Australian Taxation Office rates for business kilometres travelled.
- 23.2 Travel costs
- Staff members who are required to travel on University business will be entitled to reimbursement of reasonable travel costs and incidental expenses in accordance with University policy as amended from time to time.
24. Classification and incremental progression
- 24.1 The University retains the right to determine the duties, responsibilities and skills required of each position.
- 24.2 The classification descriptors for Professional staff members is set out at Schedule C. All position descriptions will be classified by People & Culture in accordance with Schedule C.
- 24.3 The Minimum Standards for Academic Levels (MSALs) at Schedule D will be indicative of the type and level of work expected for academic staff members, consistent with the definitions in clauses 6.20 and 6.21.
- 24.4 Teaching Focussed Academic roles
- (a) Former Academic Teaching Scholars will transfer to Teaching Focussed Academic roles at their current level and increment. New Teaching Focussed Academic staff members will commence at no lower than A3 in the salary structure in Schedule A.
- (b) Any vacant or new Teaching Focussed Academic role shall first be advertised to existing University sessional academic staff. Subject to clause 24.4(c) below, where there is more than one applicant, the University shall make an appointment from amongst the applicants through an open and competitive selection process, or where there is only one application for a vacant Teaching Focussed Academic role, the University shall appoint the applicant, subject to sub-clause 24.4(c).
- (c) Any successful candidate appointed must not only meet the essential requirements of the role but also have demonstrated satisfactory performance in their teaching and associated work as a sessional academic staff member.

- (d) Where there are no successful candidates appointed under clauses 24.4(b) and 24.4(c), the University may then proceed to advertise the role(s) externally.
- (e) The University will develop criteria for promotion from level A to level E for Teaching Focussed Academic roles by no later than 31 December 2020.

24.5 The classification structure for Research only positions is as set out in the following table. The MSALs at Schedule D will be indicative of the type and level of work expected for research staff members within this classification structure.

Equivalent Academic Level	Title
A	Research Officer
B	Research Fellow
C	Senior Research Fellow
D	Principal Research Fellow
E	Professorial Research Fellow

24.6 Subject to sub-clause 24.7, staff members will be entitled to proceed through the incremental scale of their classification subject to satisfactory performance. Satisfactory performance in this context means performance at an appropriate level for the staff member's appointment and consistent with the staff member's duties. Those staff members whose performance has been assessed as being exceptional may have access to accelerated incremental progression upon the recommendation of their Dean or Director, as applicable.

24.7 Special conditions for former Academic Teaching Scholars

Staff members previously employed as an Academic Teaching Scholar pursuant to the *Victoria University Enterprise Agreement 2013* will be entitled to progress annually through incremental levels A3 to B6 subject to satisfactory performance. Former Academic Teaching Scholars will not be able to progress beyond academic level B6 incremental point without undergoing the formal University promotions process, as provided for in University policy.

24.8 Reclassification of Higher Education Professional Roles

- (a) A Supervisor and/or professional staff member may apply for a reclassification of the staff **member's position description where there has been significant** changes to their duties and responsibilities or where they believe their substantive position is incorrectly classified. A staff member may not re-apply for reclassification in the same role within 12 months.
- (b) A revised position description reflecting the changed duties will be agreed between the staff member and their Supervisor. Where agreement cannot be reached on the revised position description, the relevant Head of Department or Director or Dean (or their nominee) will determine the duties to be contained in the position description.
- (c) Reclassification requests must be submitted in writing to People and Culture at the earliest opportunity. The written request must be accompanied with the revised position description and sufficient details about how the previous duties and responsibilities have changed significantly and/or it is considered that the position is no longer appropriately classified.
- (d) A committee of one person within the University nominated by People & Culture and one person within the University nominated by the NTEU branch president will assess the information

provided under subclause (c) against the position descriptors in Schedule C and determine whether to confirm the reclassified position description.

- (e) The outcome of the reclassification request will be notified to the Supervisor and the staff member in writing. The effective date of a successful application for reclassification will be the date the application for reclassification was submitted to People and Culture by the Supervisor and the staff member.
- (f) Procedures for the implementation of this clause will be discussed at the JCC and will not be regarded as incorporated into this Agreement.

CONDITIONS OF EMPLOYMENT FOR HIGHER EDUCATION PROFESSIONALS

25. Hours of Work

- 25.1 Hours of work for full time professional staff member, other than a shift worker, will be 36.75 hours per week, worked between 7.00 am and 7.00 pm on Monday to Friday.
- 25.2 For a change to a staff member's regular roster or ordinary spread of hours of work (except where a staff member otherwise has irregular, sporadic or unpredictable working hours) the University must:
 - (a) provide information to the affected staff member about the change;
 - (b) invite the affected staff member to provide information about the impact of the change (including any impact in relation to their family or caring responsibilities);
 - (c) genuinely consider any information given by the staff member about the impact of the change, including family and caring responsibilities; and
 - (d) allow the affected staff member to have a Representative for the process in this clause 23.2.
- 25.3 For staff members employed prior to the commencement of this Agreement, where the University is seeking to change their regular roster or ordinary spread of hours of work to commence before 8.00 am or finish after 6.00 pm, the University must reach agreement with the staff member about the change. This clause 25.3 does not apply to casual staff members, shift workers, or where a staff member otherwise has irregular, sporadic or unpredictable working hours.

26. Attendance Arrangements

26.1 Principles

- (a) The University acknowledges that it is beneficial for both professional staff members and the University to provide some flexibility in staff attendance.
- (b) In providing such flexibility the following principles shall apply:
 - (i) flexible staffing arrangements should not result in any denial of service to clients or the operations of the University;
 - (ii) there should be no additional costs incurred to the University as a direct result of flexible staffing arrangements to the University;
 - (iii) there should be equity of treatment for all eligible staff members within a function or role within an organisational unit;

- (iv) the University may refuse a request made by a staff member to implement more than one mode of flexibility available under this Agreement at the same time.

26.2 Rostered Days Off

- (a) A full time staff member will ordinarily perform their ordinary hours of work over a standard five day work week.
- (b) An eligible staff member may apply for, or retain in accordance with the principles detailed above, one of the following options for the arrangement of their ordinary hours of work:
 - (i) 19 days' work with a rostered day off in a 28 day cycle, or
 - (ii) a nine day fortnight with a rostered day off in a 14 day cycle.
- (c) An eligible staff member is a professional full time staff member at a level up to and including HEP level 7.
- (d) Rostered days off accrued in accordance with clause 26.2(b) are expected to be taken during the cycle in which the relevant ordinary hours of work are performed, subject to the operational requirements of the University.

27. Overtime

27.1 A professional staff member, other than a shift worker, who, with authorisation from an applicable Supervisor, works in excess of or outside of the ordinary hours of duty of the staff member, or outside the span of hours of work specified in clause 25, will be entitled to overtime on the basis of:

- (a) time and a half for the first 3 hours;
- (b) double time thereafter;
- (c) double time for all hours worked on a Sunday;
- (d) double time and a half for all hours worked on a public holiday.

27.2 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a day or a work cycle as defined in 26.2(b)(i) or (ii).

27.3 Notwithstanding clause 27.1, overtime is only payable to casual professional staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full time staff member, on one day. In respect of such excess, the staff member will receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.

27.4 No professional staff member will be required to work excessive overtime on a regular or ongoing basis as part of operational procedure, including e.g. working more than 20% of their ordinary hours over a calendar year.

27.5 A staff member in receipt of a salary not exceeding that prescribed for a HEP 7 classification may, by prior mutual agreement between the staff member and their Supervisor, take time off in lieu of overtime payment (TOIL). The time in lieu taken will be equivalent to the applicable overtime rates for the overtime hours worked.

27.6 A staff member in receipt of a salary exceeding that prescribed for a HEP 7 or above will not be eligible to receive additional payment for overtime or TOIL. By prior mutual agreement with the University, the staff

member may be provided with time off instead of overtime payment at the rate of one hour for each hour of overtime worked.

- 27.7 Where TOIL is accumulated in lieu of payment for overtime, such TOIL will be taken at a mutually agreed time normally within 6 months of accrual. Where TOIL has accrued for six months, and where the University has not agreed to proposals for time off, TOIL accumulated under sub-clauses 27.5 and 27.6 shall be paid out at the overtime rates provided in sub-clause 27.1
- 27.8 Where a staff member's employment terminates and the staff member has accumulated TOIL under sub-clauses 27.5 and 27.6, the TOIL shall be paid out at the overtime rates provided in sub-clause 27.1.
- 27.9 An overtime meal allowance of \$19.00 (indexed in accordance with the salary increases made over the nominal life of this Agreement) is payable in the next pay period when a staff member is required to perform overtime:
- (a) after a break for a meal which occurs after the completion of **the staff member's** ordinary spread of hours of work for the day and is not entitled to payment for that break;
 - (b) after the completion of **the staff member's** ordinary spread of hours of work for the day which involves their attendance without a meal break and where the overtime extends to 7.00 pm or beyond;
 - (c) on a day on which the staff member would not normally perform work and where the overtime period includes a meal break.
- 27.10 Recall to Duty
- (a) A staff member required to work overtime which is not continuous with ordinary duty shall receive a minimum of three hours payment in respect of that overtime notwithstanding the period of duty may be less than three hours.
 - (b) Where more than one 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.
 - (c) A staff member required to work so much overtime that there is not a break of at least ten consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after the completion of the overtime duty for a period of not less than ten consecutive hours plus reasonable travelling time and such release shall be without loss of pay for scheduled ordinary duty occurring during such absence.
 - (d) A staff member required to resume or continue work without having had at least ten consecutive hours plus reasonable travelling time off duty shall be paid at the rate of ordinary rate plus 100% unless released from duty for not less than ten consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.
 - (e) For the purpose of this clause "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the staff member to the place of work and back.

28. Meal breaks

28.1 Professional staff will be entitled to a meal break of at least 30 minutes but not more than one hour. Meal breaks are unpaid and will not be counted as time worked.

28.2 Professional staff members will not be required to work more than five consecutive hours without a meal break.

29. Rostering and loadings for shift work

29.1 The shift work provisions set out in this clause do not apply to casual staff members or to any staff member whose salary exceeds the maximum increment rate payable to a HEP 7 staff member.

29.2 For the purposes of this clause:

- (a) **“Shift” or “Rostered Shift”** means a continuous period of work during which a shift worker is rostered for duty;
- (b) **“Day Shift”** means any shift starting at or after 6.00 am and finishing before 6.00 pm;
- (c) **“Afternoon Shift”** means any shift finishing after 6.00 pm and at or before midnight;
- (d) **“Night Shift”** means any shift finishing after midnight and at or before 8.00 am;
- (e) **“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;
- (f) **“Overtime Shift”** means any shift worked by a shift worker in excess of five shifts per week;
- (g) **“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 5 days on shift and 2 days off per week;
- (h) **“Week”** means a period of 7 consecutive days, calculated from the commencement of the relevant roster cycle.

29.3 Ordinary hours of duty

The ordinary hours of duty for shift staff members shall be worked continuously each shift except for meal breaks and shall not exceed 10 hours inclusive of meal breaks in any single shift.

29.4 Rotation of shifts

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

29.5 Shift Penalties

- (a) The shift loadings under this clause 29 are not cumulative. Where a staff member is entitled to more than one loading, the staff member will be entitled to the highest single loading only.
- (b) A staff member engaged on afternoon or night shift shall for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate plus 15%.
- (c) For hours in excess of the ordinary 10 hours in 29.3, the ordinary time rate plus 100%.
- (d) A staff member required to work an ordinary shift on a Saturday or a Sunday, or requested to work on a University holiday shall be paid ordinary rate plus:

- (i) On a Saturday – 50%
- (ii) On a Sunday – 100%
- (iii) On a holiday – 150%

29.6 Change of Shift Allowance

Where changes are made by the University to the staff member's shift or roster, or the staff member is transferred between rosters, the staff member must be notified at least 72 hours prior to the change becoming operative. If 72 hours' notice is not provided, the staff member will be entitled to an additional allowance of 50%.

29.7 Rostered Day Off Falls on a Holiday

A shift worker whose rostered day off duty falls on a holiday **shall be granted on day's leave in lieu of such holiday.**

29.8 Additional Leave for Seven-day Shift Workers

- (a) A staff member whose ordinary hours of duty are performed over seven days a week including Sundays and holidays will, in addition to the normal leave entitlement of the staff member, be granted additional annual leave as follows:
 - (i) Where the rostered time of ordinary duty of the staff member includes at least ten Sundays during the period of annual leave accrual of the staff member, and additional five days; or
 - (ii) Where the rostered time of ordinary duty of the staff member includes less than ten Sundays during the period of annual leave accrual of the staff member – additional leave at the rate of half a day in respect of each Sunday so rostered.
- (b) The additional annual leave prescribed by this sub-clause will be exclusive of non-working days and holidays.

30. Higher duties allowance

30.1 A professional staff member who agrees to act in a position of higher classification than that which the staff member is substantively engaged for at least ten consecutive working days, will be entitled to be paid a higher duties allowance.

30.2 The higher duties allowance will be calculated as the difference between the professional staff member's substantive salary and the minimum salary point of the higher level position. The higher duties allowance will apply to all entitlements (except for long service leave) taken during the period of higher duties.

30.3 Where a staff member is only required to perform a proportion of a higher duties role, the higher duties allowance will be paid on an equivalent pro-rata basis.

30.4 Where a staff member has served a continuous period of 12 months at the higher level or a total period of 12 months over a 24 month period at the higher level, that staff member will be eligible to receive an increment at the higher level position. Progress toward incremental progression will be retained in the event that the staff member is recruited to the higher role.

31. Uniforms and protective clothing

31.1 Where uniforms and protective clothing are provided by the University, such clothing will remain the property of the University and must be returned on request.

32. Special conditions for staff members engaged in Children's Services

32.1 Staff members engaged by the University in Children's Services are entitled to all of the rights, entitlements and benefits of Professional staff members as set out in this Agreement, save the special conditions that apply as set out in this clause 32.

32.2 38 hour week (Early Childhood Educators only)

(a) The hours for an ordinary week's work, exclusive of meal breaks, will be an average of 38 for full time staff members, to be worked between the hours of 6.30 am and 6.30 pm.

(b) Full time staff members may be rostered to work the ordinary spread of hours of work by utilising one of the following methods:

(i) by staff members working less than eight ordinary hours each day; or by staff members working less than eight ordinary hours on one or more days each week; or

(ii) by fixing one week day on which all staff members will be off during a particular work cycle; or

(iii) by rostering staff members off on various days of the week during a particular work cycle so that each staff member has one day off during that cycle;

provided that the University and a staff member may, by agreement accrue stored days off to a maximum of 12 days and such days so accrued must be taken at a time or times mutually agreed upon, or subject to reasonable notice by the University or the staff member. In the absence of agreement, the matter will be determined by the appropriate Supervisor.

32.3 Notice of days off (Early Childhood Educators only)

(a) Except as provided in clause 32.3(b), staff members entitled to a day off during their roster cycle will, where possible, be advised by the University at least four weeks in advance of the weekday they are to take off.

(b) An individual staff member may, with the agreement of their Supervisor, substitute the day they are to take off for another day.

32.4 38 hour week (Preschool Teachers only)

The ordinary spread of hours of work, exclusive of meal breaks, may not exceed 38 in any one week, to be worked in periods of not more than 7.6 hours Monday to Friday inclusive between the hours of 7.00 am and 6.00 pm.

32.5 Classification and wage rates

Staff members engaged in Children's Services will be receive salaries according to the pay scales in Schedule B.

33. Special conditions for staff members engaged in the Aquatic and Fitness Centre

33.1 Staff members engaged by the University in the University's Aquatic and Fitness Centre are entitled to all of the rights, entitlements and benefits of Professional staff members as set out in this Agreement, save the special conditions that apply as set out in this clause 33.

33.2 Casual staff engaged in the Aquatic and Fitness Centre

(a) Casual staff members will be paid an hourly rate of pay which includes a loading of 30%.

- (b) Casual staff members will receive a minimum of three hours work or payment for a minimum of three hours work for each start.

33.3 Sessional Instructors

- (a) The minimum payment of one and a half hours of the Aquatic and Fitness Centre Attendant rate will apply to the engagement of sessional instructors.
- (b) Sessional Instructors are paid on an hourly basis and are not subject to a minimum of three hours work.

33.4 Hours of Work

- (a) Hours of work for casual staff members fall between the hours of 5.00 am to 11.00 pm Monday to Sunday inclusive.
- (b) Work undertaken outside the ordinary spread of hours of work will be paid at the rate of time and a half.

33.5 Classification and Wage Rates

Staff members in the Aquatic and Fitness Centre will be paid according to the salary scales in Schedule B.

34. Special conditions for staff members engaged in Catering and Hospitality Services

34.1 Staff members engaged by the University in the University's Catering and Hospitality Services are entitled to all of the rights, entitlements and benefits of Professional staff members as set out in this Agreement, save the special conditions that apply as set out in this clause 34.

34.2 Casual staff engaged in Catering and Hospitality

- (a) Casual staff members will be paid an hourly rate of pay which includes a loading of 25%.
- (b) Casual staff members will receive a minimum of three hours work or payment for a minimum of three hours work for each start.

34.3 Hours of Work

- (a) Hours of work for casual staff members fall between the hours of 6.00 am to 7.30 pm Monday to Sunday inclusive.
- (b) Work undertaken outside the ordinary spread of hours of work will be paid at the rate of time and a half.

CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF

35. Managing Academic Duties

35.1 Principles and objectives

The University will manage the allocation of academic duties in accordance with the following principles and objectives:

- (a) An annual allocation of duties to academic staff will be structured to ensure that staff within Colleges are student-focussed and that students are provided with high quality learning opportunities and outcomes that lead to enhanced student experience and satisfaction.
- (b) Duties will be allocated in a fair, equitable and transparent manner.
- (c) The allocation of duties will be consistent with the classification level and the skills, knowledge **and attributes required of the academic staff member's classification and position.**

35.2 Scope and application

- (a) This clause applies to College-based academic staff members. Except where expressly provided otherwise, a reference to an academic staff member in this clause is also a reference to a Teaching Focussed Academic.
- (b) This clause does not apply to:
 - (i) Sessional academic staff members;
 - (ii) Foundations Studies academic teachers;
 - (iii) Research Only Academics;
 - (iv) Research and/or supervision of higher degree research undertaken by a College Academic in VU Research and as part of a VU Research Fellowship, except as expressly provided at clause 35.5(g) and the accompanying table in clause 35.5(d);
 - (v) Academic staff members who perform work outside the Colleges, except for 35.1(b), 35.4(b) and 35.5(a).
- (c) This clause wholly displaces and operates to the exclusion of any preceding University and/or College workload or work allocation agreement, model, framework and/or arrangement, whether formal or informal, and any corresponding processes or procedures, for the allocation of academic work arising in connection with and otherwise incidental to the delivery of a course or unit.

35.3 Interpretation

For the purposes of this clause:

- (a) "Academic teaching" **includes face-to-face** teaching and any duties directly related to such teaching, including preparation, assessment, concurrent student contact, unit maintenance and quality assurance.
- (b) "Allocated service, administration and planning" **includes duties associated with unit** convening, course chairing, course design and development, and unit design and development.
- (c) "Block" **and "block mode teaching" refer to the** sequential intensive delivery and assessment of single units of study, normally comprising 33 hours of face-to-face teaching (or such other

duration as required for the purposes of professional or industry accreditation), to be contrasted with traditional parallel delivery and assessment of units of study over two or more semesters of study in any year.

- (d) **“College” means any of the College of Arts & Education, Victoria University Business School, College of Engineering & Science, First Year College, College of Health & Biomedicine, College of Law & Justice and the College of Sport & Exercise Science, and any successor colleges, howsoever named, arising out of any reorganisation, amalgamation or disaggregation of these colleges. For the avoidance of any doubt, VU Research (or any equivalent successor body) is not a College for the purposes of this clause, and an academic staff member is not a College-based academic for that portion of their time fraction for which they are granted a VU Research Fellowship.**
- (e) **“Dean’s Nominee” means the staff member nominated by the relevant College Dean to have primary responsibility for allocating work to an academic staff member under this clause.**
- (f) **“Face-to-face teaching” refers to the formal delivery of teaching to students during a timetabled class and includes equivalent teaching conducted in a blended learning environment or via technology. Face-to-face teaching is a component of academic teaching.**
- (g) **“Practical activity” refers to timetabled laboratories, workshops, practicums, outdoor recreation activities, excursions, clinical supervision or similar activities which supplement face-to-face teaching within a particular block. Practical activities are a component of academic teaching.**
- (h) **“Research, scholarship and professional contributions” includes duties associated with maintaining the academic staff member’s discipline currency (including maintenance of discipline knowledge, continuing review of relevant books and literature, and regular review of learning and teaching methods), professional engagement in community and industry, development of the academic staff member’s research profile (as distinguished from a VU Research Fellowship), contributions to academic governance and other aligned activities.**

35.4 General

- (a) Each academic staff member shall have an annual work plan that is based on the teaching and **operational requirements of the College. In setting an academic’s staff member’s annual work plan, academic teaching will be allocated before all other types of academic work. The annual work plan will take account of the College’s strategic objectives and the scholarly and intellectual expertise of the academic staff member, and should be developed, where possible, by consensus between the academic staff member and the relevant Dean (or nominee).**
- (b) The annual work plan will have regard to, and take account of:
 - (i) **The University’s duty of care to the academic’s health, safety and welfare;**
 - (ii) the need for work to be allocated in a transparent, equitable, flexible and accountable manner;
 - (iii) **a staff member’s personal circumstances, including any family responsibilities.**
- (c) The distribution and allocation of teaching blocks will ensure that evening teaching is equitably shared between academic staff members, and that reasonable notice of any requirement for evening teaching is given to each affected academic staff member.
- (d) Academic work is to be managed in order that annual leave entitlements are able to be scheduled and taken within the year that they accrue to ensure that academic staff members have adequate

breaks from work. Annual leave will be scheduled to ensure that there is minimal disruption to block mode teaching and service delivery.

- (e) An academic staff member will not engage in academic teaching across more than 36 weeks in any calendar year without the agreement of the academic staff member.
- (f) The allocation of time for any given piece of academic work, other than academic teaching, should have regard to the relative experience and seniority of the academic staff member, insofar as an early years academic staff member will normally receive a greater allocation of time to perform particular academic work commensurate with their skills and experience, and an experienced academic staff member will ordinarily receive a lesser allocation of time for the same piece of academic work.
- (g) The MSALs inform the types of work that may be allocated to an academic staff member. The responsibilities of academic staff members will vary. Accordingly, not all of the indicative types of work outlined at an **academic staff member's level within the MSALs will necessarily be** allocated to each academic staff member.
- (h) Academic allocations for all College staff will be published within each College on a quarterly basis and accessible to all College staff.
- (i) The University shall develop and consult on institution wide guidelines for the allocation of academic work (other than academic teaching, noting that academic teaching loads are fixed in accordance with clause 35.5(c)), which may be reviewed and amended by the University from time to time. Consultation on the development or any subsequent review of such guidelines will include but not be limited to the JCC established in accordance with clause 63. Any guidelines developed or reviewed in accordance with this sub-clause must be consistent with this clause.

35.5 Allocation of academic duties

- (a) A full time academic staff member will be allocated 1710 hours of academic duties per year, exclusive of annual leave and University holidays.
- (b) **An academic staff member's availability for academic work in a College will be reduced on a proportionate basis for the fraction of time attributable to the grant of a VU Research Fellowship or a College based designated leadership role.**
- (c) Within an academic staff member's annual work plan, academic staff members will be allocated academic work in accordance with the table set out below. The percentages and bands outlined in the tables will be a normative guide for the allocation of academic work, noting always that:
 - (i) 1 hour of face-to-face teaching will counted as 2.6 hours of academic teaching time to reflect the range of activities described in 35.3(a);
 - (ii) a Teaching and Research Academic staff member will be allocated 10 fixed blocks of academic teaching;
 - (iii) a Teaching Focussed Academic will be allocated 14 fixed blocks of academic teaching;
 - (iv) the allocation of academic teaching to an academic staff member will be made in complete blocks and rounded to the nearest block; and
 - (v) An academic staff member may be allocated a proportionate amount of academic work associated with the facilitation or delivery of a practical activity in lieu of some or all of the full fixed allocation of face-to-face teaching. In such a case, one hour of facilitating or delivering a practical activity will be counted as one hour of academic teaching time

(or equivalent to 0.4 hours of face-to-face teaching, having regard to the multiplier that applies to face-to-face teaching).

- (d) The work allocation process will ensure that allocated service, administration and planning tasks do not exceed the percentages and bands set out in the tables below over the course of the academic year.

<i>Teaching and Research Academic</i>					
<i>Availability to College (EFT)</i>	<i>Fixed Blocks</i>	<i>Fixed face-to-face teaching (hours)</i>	<i>Teaching (% of 1710)</i>	<i>Allocated service, administration and planning (% of 1710)</i>	<i>Research, scholarship & professional contributions (% of 1710)</i>
1.0	10	330	50%	20%-30%	20%-30%

<i>Teaching Focussed Academic</i>				
<i>Fixed blocks</i>	<i>Fixed face-to-face teaching (hours)</i>	<i>Teaching (% of 1710)</i>	<i>Allocated service, administration and planning (% of 1710)</i>	<i>Research, scholarship & professional contributions (% of 1710)</i>
14	462	70%	10%-20%	10%-20%

<i>Teaching and Research Academic with Research Fellowship</i>						
<i>Availability to VU Research (EFT)</i>	<i>Fixed Blocks</i>	<i>Fixed face-to-face teaching (hours)</i>	<i>Teaching (% of 1710)</i>	<i>Allocated service, administration and planning (% of 1710)</i>	<i>Research, scholarship & professional contributions (% of 1710)</i>	<i>VU Research Fellowship (% of 1710)</i>
0.1	9	297	45%	15%-30%	15%-30%	10%
0.2	8	264	40%	15%-25%	15%-25%	20%
0.3	7	231	35%	10%-25%	10%-25%	30%
0.4	6	198	30%	10%-20%	10%-20%	40%
0.5	5	165	25%	5%-20%	5%-20%	50%
0.6	4	132	20%	5%-15%	5%-15%	60%
0.7	3	99	15%	5%-10%	5%-10%	70%
0.8	2	66	10%	0%-10%	0%-10%	80%
0.9	1	33	5%	0%-5%	0%-5%	90%

- (e) Allocated service, administration and planning activities
- (i) **The Dean's Nominee will determine the allocated service, administration and planning activities that are allocated after academic teaching, in consultation with academic staff members, having regard to the principles described at sub-clause 35.4(f) above.**

- (ii) Course chairing duties shall normally be undertaken by an Academic at level C or above, but may be undertaken by an academic level B by agreement with the staff member, as contemplated by the MSALs.
- (f) Research, scholarship and professional contribution
- (i) An academic staff member must prepare a draft annual work plan for activities relating to research, scholarship and professional contribution (separate from any work associated with a VU Research Fellowship). Such work will be initiated and carried out by each academic staff member in accordance with their professional judgement and scholarly and intellectual expertise and interest. Such work shall not be allocated by the Dean but is subject to approval by the Dean on an annual basis and must take account of University and College strategic plans and priorities.
 - (ii) **Where the Dean's Nominee believes that the academic staff member's work plan is inadequate and/or is not consistent with the University and College strategic plans and priorities, they will advise the academic staff member. Such advice will identify areas where the work plan might be improved and assist the academic staff member in the preparation of an amended work plan. Preparation of the amended work plan will be the responsibility of the academic staff member who will take account of the advice provided by the Dean's Nominee.**
- (g) Particular work undertaken in VU Research
- (i) Research Fellowships will be awarded in accordance with policies, procedures and criteria established and as amended from time to time by VU Research, provided that allocated time for a Research Fellowship will use 0.1 EFT (10%) as a minimum unit of account. Nothing precludes an academic staff member from undertaking a full time Research Fellowship.
 - (ii) Each full-time post graduate research student (Masters or PhD) supervised by an academic staff member(s) will be equivalent of 1 blocks (5%) and this shall be in the allocation for a Research Fellowship.
 - (iii) Where postgraduate research student supervision is shared by two or more academic staff members, any reduction in block teaching will be distributed between the relevant academic staff members. It is recognised that this may require a planning cycle of more than 12 months. In such circumstances, the Dean's Nominee and the relevant academic staff members will consult upon an appropriate model for managing block teaching that would otherwise be allocated to the affected academic staff members.
 - (iv) For the avoidance of any doubt, work performed in VU Research is not otherwise subject to the requirements of this Managing Academic Duties clause.
- (h) College-based designated leadership roles
- (i) An academic with a designated leadership role (eg. Discipline Group Leader, Director of Learning and Teaching, or equivalent role) shall not be required to teach 330 hours (10 blocks) and will have workload allocated in accordance with sub-clauses 35.5(h)(ii) and (iii) below.
 - (ii) Academic staff with a designated leadership role shall have workload allocation within the range of 0.2 FTE (20%) and 0.8 FTE (80%) for the purposes of duties associated with leadership responsibilities. Within this range the minimum unit of account will be 0.1 FTE (10%) in accordance with the table below.
 - (iii) The allocation of a specified percentage of workload for leadership duties in accordance with clause (h)(ii) will take account of:

- a) The size of the relevant discipline or organisational area for which the academic staff member has leadership responsibility.
- b) The composition, number and classification levels of staff led, supervised, coordinated or assisted by the academic staff members.
- c) Relevant workload guidelines developed in accordance with clause 35.4(i).

<i>Teaching and Research Academic with Designated Leadership Role</i>					
<i>Fixed Blocks</i>	<i>Fixed face-to-face teaching (hours)</i>	<i>Teaching (% of 1710)</i>	<i>Allocated service, administration and planning (% of 1710)</i>	<i>Research, scholarship & professional contributions (% of 1710)</i>	<i>Designated Leadership Role (% of 1710)</i>
8	264	40%	15%-25%	15%-25%	20%
7	231	35%	10%-25%	10%-25%	30%
6	198	30%	10%-20%	10%-20%	40%
5	165	25%	5%-20%	5%-20%	50%
4	132	20%	5%-15%	5%-15%	60%
3	99	15%	5%-10%	5%-10%	70%
2	66	10%	0%-10%	0%-10%	80%

- (i) Excess allocated service, planning and administration
 - (i) Where an academic staff member has responsibility for course chairing or unit convening, course or unit development or redesign and can demonstrate that the work required exceeds the percentage band for allocated service, administration and planning the teaching hours of the academic staff member will be allocated in accordance with sub-clauses 35.5(i)(ii) and (iii) below.
 - (ii) The number of teaching hours will be reduced using a minimum unit of account of 1 block (33 hours). The size and timing of any reduction will take account of:
 - a) The number of units and/or courses and the enrolment size of the units and courses.
 - b) Relevant workload guidelines developed in accordance with clause 35.4(i).
 - (iii) Nothing in this clause prevents the Dean from reducing the service, administration and planning load to within the band.
- (j) Units not taught in block mode

Where a unit of study is not being taught in block mode, for the purposes of this clause:

- (i) each timetabled hour of face-to-face teaching in the alternate delivery mode will be treated as one hour of face-to-face teaching; and

- (ii) each timetabled or scheduled hour of the facilitation or delivery of a practical activity in the alternate delivery mode will be treated as one hour of academic work (or equivalent to 0.4 hours of face-to-face teaching).

35.6 Review of academic work plans

- (a) An academic staff member may request clarification and/or adjustment to their annual work plan at any time during its formulation or implementation. Such requests must be promptly raised and dealt **with by the academic staff member and the Dean's Nominee**.
- (b) An academic staff member's annual work plan may be subject to change. If there is a change in circumstances that has led, or is likely to lead, to a change in the distribution of work allocated to an academic staff member, that academic staff member's work allocation should be reviewed and adjusted, if necessary, as soon as possible by the Dean's Nominee in consultation with the academic staff member.
- (c) Where discussions between the academic staff **member and the Dean's Nominee pursuant to** either 35.6(a) or (b) do not resolve the request, the academic staff member may seek a review of their annual work plan by a Peer Review Panel. Such a request for review will be made to the College Dean in writing.
- (d) A Peer Review Panel will be established in each College annually and will comprise:
 - (i) A nominee of the relevant Dean;
 - (ii) A nominee of the NTEU;
 - (iii) An independent chair agreed by the Dean and the NTEU

The panel members will be familiar with the principles of academic work allocation and will have experience in, and an understanding of, the balance within and between academic teaching, research, scholarship and academic organisational culture.

- (e) The Peer Review Panel will, within 14 days of receiving a request for review:
 - (i) **consider the matters raised in the academic staff member's request for review;**
 - (ii) consider the most recent academic work allocation data published pursuant to clause 35.4(h) and any relevant additional information; and
 - (iii) make recommendation/s to the College Dean for the resolution of the request for clarification and / or annual work plan adjustment.
- (f) The College Dean will consider the recommendation/s of the Peer Review Panel and determine the appropriate course of action.

36. Special conditions for staff members engaged in Foundations Studies

36.1 Staff members engaged by the University in Foundations Studies are entitled to all of the rights, entitlements and benefits of Academic staff members as set out in this Agreement, save that special conditions apply in respect to the matters set out in this clause.

36.2 Exclusions

The following provisions of this Agreement will not apply to Foundations Studies academic teachers:

- (a) Schedule D Minimum Standards for Academic Levels

(b) Schedule B Minimum Academic Staff salaries

(c) Clause 35 (Managing Academic Duties).

36.3 Contact Hours

(a) The ordinary spread of hours of work for Foundations Studies academic teachers may be up to 37.5 hours per week.

(b) For the purpose of determining the number of hours worked by a Foundation Studies academic teacher each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation.

36.4 Classification and salary rates

Foundation Studies academic teachers will be paid according to the salary scales and classifications in Schedule A

RATES OF PAY AND RELATED MATTERS

37. Minimum wages and salary

37.1 The minimum wages and salaries for Academic staff members are set out at Schedule A.

37.2 The minimum wages and salaries for Professional staff members are set out at Schedule B.

38. Salary increases

38.1 The salary increases will be effective from, and adjusted in the first full pay period on or after, the following dates:

(a) 2.25% from the date that the Agreement is made by a vote of staff, to be paid upon the commencement of the Agreement pursuant to clause 3.1(a);

(b) 2.25% from 1 September 2020;

(c) 2.25% from 1 September 2021;

(d) 2.25% from 1 September 2022.

38.2 Sign-on bonus

Staff members employed as at the date that the Agreement is made by a vote of staff and who perform work under this Agreement will receive a one-off sign-on bonus of \$1,000, pro rata for number of hours worked by the staff member equivalent to a full time staff member over the preceding 12 month period. The sign-on bonus will be paid in the first pay period following approval of the Agreement by the FWC.

39. Payment of salaries

39.1 Except where clause 39.2 applies, staff members will be paid their salary or wages fortnightly.

39.2 A sessional academic 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 staff member.

- 39.3 Salary will be paid directly into any bank, building society or credit union account nominated by the staff member. Where the normal day for payment of salaries falls on a day prescribed gazetted as a public holiday, salaries will be paid not later than the day immediately preceding that day.
- 39.4 All salary payments will be accompanied by a statement setting out the relevant details on which the payment is based. The statement will include gross salary, tax payable, higher duties allowance as applicable, arrears and a full list of deductions authorised by the staff member specifying the amount of each deduction.
40. Deductions from salary
- 40.1 The University may make deductions from the salary of a staff member if the deduction is authorised in **writing by the staff member and is principally for the staff member's benefit. This includes, but is not** limited to, any authorised deductions from salary for the purposes of union membership fees (at no charge to the staff member or the Union) and salary packaging under University policy.
- 40.2 Where an overpayment of salary occurs, the University will be entitled to recover the amount by way of **authorised salary deductions from the staff member's regular salary, or termination** or resignation payment, in accordance with a schedule of deductions prepared by the University and agreed with the staff member. The timeframe for payment will be reasonable having regard to the extent of the overpayment.
41. Superannuation
- 41.1 The University will maintain existing superannuation arrangements that are in effect as of the date of approval of this Agreement.
- 41.2 New staff employed following the commencement of this Agreement will be required to become members of UniSuper unless they are existing members of the Victorian State Government Superannuation (New and Revised Schemes).
- 41.3 Notwithstanding 41.1, effective from the first pay period following the nominal expiry date of the Agreement, all fixed term contracts will receive 17% employer superannuation contributions on superannuable earnings.

HOLIDAY AND LEAVE PROVISIONS

42. Public Holidays, Christmas and New Year Closure
- 42.1 Staff members shall be entitled to holidays without loss of pay on:
- (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day;
 - (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
 - (c) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December;
 - (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday;

- (e) Labour Day, provided that staff members may be requested to work on Labour Day if they would ordinarily work on that day, and staff members who work on Labour Day are entitled to two days leave in lieu of Labour Day to be taken during the Christmas - New Year close down;
 - (f) One additional day to be declared a Victoria University holiday to be taken during the Christmas - New Year period close down; and
 - (g) Any other holidays declared or prescribed by, or under, a law of a State or Territory.
- 42.2 The Vice-Chancellor may, in addition, declare other occasional day/s as a University holiday/s.
43. Annual Leave
- 43.1 Full time and part time staff members are entitled to accrue annual leave at the rate of 4 weeks for each completed year of service (on a pro rata and cumulative basis), based on their ordinary spread of hours in accordance with the NES.
- 43.2 Staff members must make reasonable endeavours to schedule and/or take annual leave within 12 months of its accrual.
- 43.3 The time of taking leave will be by agreement between the staff member and the staff member's Supervisor, subject to the following conditions:
- (a) the timing of taking annual leave will not be unreasonably refused;
 - (b) the staff member may take up to 35 working days leave as a single continuous period where adequate notice is provided; and
 - (c) where approval of annual leave is not granted, the Supervisor will indicate the earliest alternate date for the taking of annual leave.
- 43.4 Notwithstanding anything in this clause, staff members who are employed on fixed term contracts may only take their full annual leave entitlement during the term of the contract. Any accrued annual leave that is unused when a staff member's employment ends at the expiration of the contract will be paid out to the staff member.
- 43.5 Annual leave will not accrue when a staff member is absent from work on a period of unpaid leave or unauthorised absence, except as prescribed under section 22(2)(b) of the Act.
- 43.6 Where a staff member's employment ends, the staff member (or their legal representative where employment ends due to the death of the staff member) will receive payment in lieu of annual leave accrued but not taken.
- 43.7 Management of excess annual leave
- (a) The University will notify a staff member in writing when their accrued annual leave entitlement amounts to 30 days or more (pro rata for part time staff members).
 - (b) Upon being notified that they have accrued in excess of 30 days of annual leave, the staff member must, within 3 months, make arrangements with their Supervisor to take part or all of that leave, in order to ensure the entitlement does not exceed 35 days.
 - (c) If a staff member does not make arrangements to take part or all of their leave pursuant to this clause, and the annual leave entitlement subsequently exceeds 35 days, the University may direct that staff member to proceed on annual leave commencing no sooner than 2 months from the

date of direction, provided the staff member cannot be required to reduce their accrued annual leave entitlement to less than 4 weeks.

43.8 Cashing out excess annual leave

- (a) A staff member and the University may agree in writing to the cashing out of excess annual leave provided that:
- (i) The staff member has more than 35 days of accumulated untaken annual leave;
 - (ii) The cashing out agreement is reached within 12 months of the commencement of this Agreement;
 - (iii) **The cashing out agreement does not result in the staff member's remaining accrued entitlement to annual leave being less than 4 weeks;** and
 - (iv) The staff member is paid the full amount that would have been payable had they taken the period of leave that they have cashed out.

43.9 An amount of annual leave cashed out pursuant to clause 43.8 may be paid in up to three agreed instalments over the life of the Agreement, provided that the staff member also schedules and / or takes any other annual leave that accrues during this period.

43.10 Annual leave loading

- (a) An annual leave loading payment equal to 17.5% of four weeks' salary (subject to a maximum payment of the equivalent of the Australian Bureau of Statistics May total earnings trend figure for all Australian males as reported in the August preceding the payment) will be payable for each completed year of a staff member's service.
- (b) Payment of pro rata annual leave loading will be made for periods of service less than 12 months.

44. Parental leave

44.1 Staff members are entitled to parental leave in accordance with the NES, with the following benefits, which are supplementary to, but do not extend, the period of parental leave:

Purpose of Leave	Application and Eligibility	Leave Entitlement
<p>Primary carer's leave</p> <p>For the:</p> <ul style="list-style-type: none"> • Birth and care of a child; • Care of an adopted child less than 16 years of age, who is not the birth child of the staff member and who has not lived continuously with the staff member for six months or longer. 	A birth mother or Primary Care Giver of a child having continuous service with the University of:	
	less than 12 months at the date of expected birth or placement	Leave for a continuous period of 52 weeks comprising one week of paid leave for each completed month of service which may be taken on half pay for double the eligible period, plus unpaid leave for the remainder of the 52 week period.
	12 months or more at the date of expected birth or placement.	Leave for a continuous period of 52 weeks comprising: <ul style="list-style-type: none"> • 14 weeks paid parental leave; • For the birth mother or adoptive parent, the Return to Work Bonus as prescribed under clause 44.12; and • unpaid leave for the balance of the 52 week period.

	<p>A casual staff member who has</p> <ul style="list-style-type: none"> • Been employed by the University on a regular and systematic basis a sequence of periods of employment during a period of at least 12 months; and • But for the birth or placement of the child (as appropriate) or any entitlement to special maternity leave would have a reasonable expectation of continuing employment with the University on a regular and systematic basis 	Up to 52 consecutive weeks of unpaid parental leave
<p>Concurrent partner leave</p> <p>Birth or adoption of a child by a spouse or partner of a staff member</p>	A staff member, other than a casual, whose domestic partner is taking a period of parental leave and who is not the Primary Care Giver.	2 weeks paid leave plus 6 weeks unpaid leave

44.2 A staff member intending to access parental leave must make a written application at least 8 weeks prior to commencing leave. The application must include:

- (a) Notice of the intended start and end dates of parental leave, including details of requested return to work assistance in clause 44.12(a)(iii);
- (b) Proof of the expected date of birth or placement;
- (c) For leave other than maternity leave, evidence to the satisfaction of the University that the staff member will be the primary caregiver; and
- (d) Evidence about the matters set out at clause 44.4 to the satisfaction of the University.

44.3 The period of parental leave must commence:

- (a) For a birth mother, no earlier than 14 weeks prior to the expected date of birth and no later than the expected date of birth;
- (b) For a staff member becoming a Primary Care Giver, immediately upon the conclusion of the **parental leave of the staff member's partner; or**
- (c) In any other case, from the date of birth or placement of the child.

44.4 A staff member's entitlement to parental leave under this clause 44 is proportionally reduced by any period of:

- (a) parental leave, other than concurrent partner leave, taken by their partner in respect of birth or adoption of the same child; and
- (b) concurrent partner leave taken by the staff member in respect of birth or adoption of the same child.

44.5 A staff member may use annual leave or long service leave during any period of unpaid parental leave.

- 44.6 Any period of unpaid parental leave not exceeding 26 weeks will count as service for all purposes. Any period of unpaid parental leave exceeding 26 weeks will not count as, but will not break, continuity of service.
- 44.7 **Parental leave will be paid at the staff member's substantive salary at the date of** application, excluding all loadings or payment of a temporary nature, and excluding any changes to time fraction in the prior 9 month period.
- 44.8 A staff member who is at least 20 weeks pregnant and whose pregnancy terminates by miscarriage or results in a stillborn child is entitled to a maximum of 14 weeks paid parental leave. A medical certificate must be provided at the time of application.
- 44.9 Extension of parental leave
- (a) A staff member may apply to extend the period of parental leave up to an additional 52 weeks of unpaid leave.
 - (b) A staff member may use paid leave in this period, including accrued but unused annual leave and long service leave.
 - (c) Where a staff member requests an extension, the total period of parental leave (including paid and unpaid parental leave, and other types of leave) should not extend beyond a maximum 24 months from the commencement of parental leave.
- 44.10 Where an application to extend the period of parental leave is refused, the University will provide the staff member with a written explanation of the reasons for refusal no later than 21 days following the date of the request.
- 44.11 Returning to Work
- (a) At the expiry of the approved period of parental leave the staff member will have the right to resume work in the position they held prior to taking parental leave. In circumstances where the **staff member's duties or time fraction had changed as a result of the pregnancy, the staff member** has the right to return to the position they held prior to such changes.
 - (b) **At least four weeks' written notice of** the intention to return to work or a request an extension of the original leave must be given.
 - (c) A staff member returning from a period of parental leave has the right to request a change in their working arrangements, including a reduced time fraction, in accordance with clause 20. If the University declines such a request, written reasons for the request will be provided.
- 44.12 Return to Work Bonus
- (a) the Return to Work Bonus may be taken by the birth mother or adoptive parent as:
 - (i) 22.8 weeks' paid leave; or
 - (ii) 38 weeks' leave at 60% of pay. In this instance, the staff member may apply to work part time during that period to maintain up to a full time salary; or
 - (iii) payment of an equivalent amount equal to 22.8 weeks' pay to be used to facilitate re-entry to the workplace by way of working reduced hours on a graduated return to work program, academic staff development opportunities (including funding or time release for further study), research funding, or other return to work assistance approved by the University.

- (b) A staff member who applies to take the Return to Work Bonus will be required to enter into a written agreement with the University requiring them to return to work for a period:
 - (i) equivalent to the value of the Return to Work Bonus; or
 - (ii) of 12 months continuous service, whichever is the lesser.
- (c) In the event where the staff member fails to return to work for the period agreed at subclause 44.12(b), **unless the staff member's employment was terminated due to redundancy** in accordance with clause 68, the staff member will be required to repay the University the outstanding balance.

44.13 Fixed term staff members

- (a) A staff member employed on a fixed term contract will be entitled to parental leave as provided in sub-clause 44.1.
- (b) Subject to sub-clause 44.7 and 44.13(c), a fixed term staff members' entitlement to parental leave (paid and unpaid) shall not extend beyond the period for which they have been engaged as a fixed term staff member.
- (c) A staff member who is on parental leave at the time the fixed term contract expires and is subsequently offered and accepts a further fixed term contract of employment, will retain their entitlement to the balance of the parental leave.

44.14 Subsequent applications for paid parental leave

Where a staff member has previously taken the Return to Work Bonus and wishes to take a subsequent period of paid parental leave:

- (a) Less than 2 years upon returning to work from a previous period of parental leave, the staff member is eligible to receive 14 weeks paid parental leave only;
- (b) 2 years or more upon returning to work from a previous period of parental leave, the staff member is eligible to receive the maximum parental leave provided under clause 44.1.

45. Long service leave

45.1 Staff members, including eligible casuals, are entitled to long service leave after 7 years continuous service at the University at the rate of 1.3 weeks for each completed year of service and at the rate of 1.3 weeks for every additional year of completed service thereafter on their ordinary time rate of pay.

45.2 Long service leave will be paid on the following basis:

- (a) Where the staff member's full time or part time ordinary spread of hours have been unchanged, the leave will be paid at the staff member's ordinary rate of pay at the time that they take long service leave, excluding overtime and/or shift allowances;
- (b) Where the staff member's ordinary spread of hours have changed during the period of continuous service, the entitlement will be:
 - (i) calculated on the basis of the staff member's average service fraction calculated over the total period of recognised service; and
 - (ii) paid at the staff member's ordinary rate of pay at the time that they take long service leave, excluding overtime and/or shift allowances; and

(iii) otherwise in accordance with the *Long Service Leave Act 2018* (Vic).

45.3 Continuity of Service

For the purpose of calculating a staff member's entitlement to long service leave the following will not count as, but will not break, continuous service:

- (a) breaks of up to 3 months between periods of fixed term employment;
- (b) breaks of service of up to 3 months between each instance of casual employment (other than when the staff member is on unpaid parental leave) or breaks of service of more than 3 months between casual engagements that arise as a direct consequence of the terms of the staff member's engagement with the University;
- (c) Any period of service subsequent to the date from which a pension is payable under the provision of the Superannuation Act 1990 or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health;
- (d) Any period of prior service for which the staff member has received payment in lieu of long service from either the University and/or a previous employer pursuant to clause 22. However, any such period of service will be included for the purpose of satisfying the requirement that seven years be served before long service leave may be taken; and
- (e) The following periods of unpaid leave taken by a staff member:
 - (i) any period of unpaid parental leave exceeding 26 weeks;
 - (ii) any other period of approved unpaid leave, whether continuous or aggregate, exceeding twenty working days in any year of service

45.4 How Long Service Leave is to be Taken

- (a) A professional staff member who has qualified for long service leave may take such long service leave at a time of their choosing, **provided that at least 6 months' notice is provided to the University** by the staff member. Nothing precludes the University from agreeing to a time for taking long service leave at shorter notice.
- (b) An Academic staff member who has qualified for long service leave, may take such long service leave at a time of their choosing, provided:
 - (i) At least 6 months written notice is provided to the University; and
 - (ii) The notice is provided from July and before October.
- (c) Any requests for long service leave by an academic staff member outside of the period specified in 45.4(b)(ii) will be considered subject to operational requirements of the University but will not be unreasonably refused. Where approval is not granted, the Supervisor will indicate the earliest alternate date for the taking of long service leave.
- (d) Where prior non-casual service of a staff member is recognised for long service leave credit pursuant to clause 22, the University may require that a period of service with the University not greater than three years be completed before a staff member is eligible to take long service leave.
- (e) A staff member may take all or part of long service leave entitlements at any one time, and if taken in part, will not normally be taken on more than 2 occasions, subject to the operational requirements of the University.

- (f) The staff member may elect to convert all or part of a period of long service leave to double the period at half pay. Any period of long service leave taken at half pay will count as service for all purposes.

45.5 Long Service Leave Management

- (a) Where a staff member has a long service leave balance of 90 days or more (prorated for part time staff members), the University may direct the staff member in writing to take such minimum number of weeks as may be required to reduce the leave balance to below 90 days. Such leave will be agreed between the staff member **and the University at a time suitable to the University's purposes** and the individual.
- (b) The staff member will not be required to take long service within 24 months of the intended date of retirement of the staff member

45.6 Effect of Leave Entitlements whilst on Long Service Leave

- (a) A full time or part time staff member with accrued sick leave credits who provides medical certification of illness for two or more days during a period of long service leave will be entitled to be placed on sick leave and no deduction will be made from long service credits for the days in question.
- (b) A casual staff member is not entitled to payment for any public holiday falling during a period in which long service leave is taken. However, no deduction will be made from long service leave credits of staff members not engaged on a casual basis for public holidays occurring during a period of long service leave.

45.7 Payment for Long Service Leave on Termination and/or Death of a staff member

- (a) A staff member or, if employment ends through death, a deceased staff member's legal representative, will be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:
 - (i) the staff member's employment with the University terminates after seven years or more continuous service;
 - (ii) after four years' service at the University in the case where a staff member retires on the grounds of age or ill-health, or where the University terminates the employment of the staff member because they cannot perform the inherent requirements of the position due to ill health, or the staff member dies.
- (b) Where payment is made in lieu of long service leave, the amount of such pay will be calculated on a daily basis at the rate of 1.3 weeks per year of continuous service.

46. Personal leave

46.1 **This clause sets out entitlements to personal leave, which includes sick leave and carer's leave as those terms are defined in the NES.**

46.2 Staff members, other than casuals, are entitled to 18 days paid personal leave per annum. Personal leave accrues progressively in each year of employment. Part-time staff members accrue personal leave on a pro-rata basis.

46.3 A maximum of 15 days of unused personal leave in each year of service will accumulate toward the staff **member's personal leave** balance.

- 46.4 Notwithstanding 46.2, new staff members contracted for 12 months or more will be credited with 15 days personal leave upon commencement. The University will be entitled to recover days of personal leave taken above 15 days where a new staff member ceases employment before the first anniversary of appointment.
- 46.5 Staff members who have exhausted their paid personal leave entitlements are entitled to be absent from work on unpaid leave for the purposes of their own illness or injury or for the illness or injury of a member **of the staff member's immediately family or household in accordance with the NES.**
- 46.6 The University may require a staff member to produce evidence for absences on personal leave (i.e. a certificate from a registered medical practitioner, a statutory declaration or other reasonable evidence).
- 46.7 Evidence will not be sought for absences of three consecutive days or less, or for an aggregate of single day absences up to six days on each anniversary of appointment, unless the University can demonstrate a pattern of absence on sick leave.
47. Leave and Make-Up Pay
- 47.1 A staff member who suffers injury causing total or partial incapacity for work and who receives compensation in respect of such incapacity pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* will be granted leave and shall be paid accident make-up pay by the University.
- 47.2 Leave and accident make-up pay will not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury or any injury or illness connected with that injury.
- 47.3 Accident make-up pay shall be equal to the difference between the pre-injury average weekly earnings of the staff member (excluding any payment for travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred) and the amount of weekly compensation received by the staff member provided that the staff member furnishes evidence to the satisfaction of the University of the rate of weekly compensation.
- 47.4 A staff member who is partially incapacitated and who cannot obtain suitable employment with the University but who has obtained suitable employment with another employer will continue to be paid accident make-up pay by the University equal to the difference between the pre-injury average weekly earnings of the staff member (excluding any payment for travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred) and the post-injury average earnings, provided that the staff member furnishes evidence to the satisfaction of the University of the rate of weekly compensation and the rate of actual earnings the staff member is receiving from the other employer.
48. Compassionate leave
- 48.1 Full time and part time staff members are entitled to a maximum of 3 days paid compassionate leave for each occasion of death or serious **illness of an Immediate Family Member or member of the staff member's household.**
- 48.2 Subject to the production of suitable evidence, and where the period of leave granted at sub-clause 48.1 is inadequate due to special circumstances, such as a delayed funeral or the necessity of the staff member undertaking extensive travel, the University may grant further paid leave at its absolute discretion.
- 48.3 A casual staff member shall be entitled to unpaid compassionate leave on account of the instances specified under sub-clause 48.1.

49. Religious and Cultural leave

49.1 A staff member may nominate, on an annual basis, specific days which that staff member wishes to take as religious and/or cultural leave, provided that:

- (a) subject to normal operating requirements, the University will not unreasonably refuse the grant of that leave as unpaid leave;
- (b) in addition, applications from staff members who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion will be dealt with under Clause 50 of this Agreement.

49.2 A staff member may be required to provide reasonable evidence, such as a statutory declaration, in support of their request for religious and/or cultural leave.

50. Aboriginal and Torres Strait Islander staff leave

50.1 Staff members who identify and are accepted as members of Aboriginal or Torres Strait Islander communities will be entitled to paid leave up to a maximum of five working days, and leave without pay up to a maximum of ten working days, per calendar year for the purpose of fulfilling ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies.

50.2 Special paid leave may be approved by the University, up to a maximum of five days per calendar year, for staff members who are members of Aboriginal or Torres Strait Islander communities to prepare for or attend community organisation business, National Aboriginal and Islander Day Observation Committee (NAIDOC) Week functions, or other relevant cultural events.

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

51. Situations of family and domestic violence

51.1 For the purposes of this clause:

- (a) "family member" means:
 - (i) an Immediate Family Member; or
 - (ii) a person related to a staff member according to Aboriginal or Torres Strait Islander kinship rules; and
- (b) "family and domestic violence" means violent, threatening or other abusive behaviour by a family member of a staff member that seeks to coerce or control the staff member and that causes them harm or to be fearful.

51.2 The University recognises that some of its staff may experience situations of family and domestic violence which may impact on their attendance or performance at work. The University is committed to providing support to staff that experience family and domestic violence.

51.3 A staff member who is a victim of family and domestic violence is entitled on request to up to 10 days' paid leave and 10 **days' unpaid leave** in any calendar year to attend to personal matters arising from the family and domestic violence. Nothing in this clause limits the right of a staff member to also take any other forms of leave to which the staff member is entitled, or requesting special leave in accordance with clause 52.

- 51.4 Reasonable evidence in support of a request to take family and domestic violence may be required by the University. This can be in the form of a document issued by the police service, a court, a medical practitioner, community or government agency, or a counselling professional or a statutory declaration from the staff member.
52. Special leave
- The Vice President, People & Culture may grant a staff member other paid or unpaid personal leave where the staff member is experiencing difficult personal circumstances.
53. Community Service Leave
- 53.1 Staff members who engage in an eligible community service activity are entitled to paid leave while they are engaged in the eligible community service activity as well as reasonable travel and rest time, in accordance with the NES.
- 53.2 For the purposes of this clause 53, eligible community service activity includes:
- (a) jury service;
 - (b) a voluntary emergency management activity, such as firefighting;
 - (c) defence forces leave; or
 - (d) the donation of blood at a time agreed between the staff member and their Supervisor.
54. Study leave – Professional staff members
- 54.1 A professional staff member who is undertaking an approved course of formal study that is directly relevant **to the staff member's work and/or to the staff member's career aspirations within the University, as agreed** between the staff member and their Supervisor, **and that will contribute the University's strategic plans** and priorities, will be entitled to paid leave of up to 130 hours per calendar year (pro rata for part time staff members) for attendance at lectures and other requirements (e.g. assignments, exam preparation, travel time and practicals) for the period of the study. Any approved study leave will be subject to satisfactory performance by the staff member and will be included in their VU Develop Plan.
- 54.2 Staff members who undertake units and courses of study provided by the University will be entitled to a 25% subsidy on the fees on satisfactory completion of that unit or course.
- 54.3 The unused portion of any study leave provided under this clause does not accrue.
55. Leave without pay to Count as Service
- 55.1 Unless otherwise specified by the terms of this Agreement, the following will count as service for all purposes:
- (a) Any period of approved leave without pay not exceeding 30 working days in aggregate in any year of service;
 - (b) Any period of paid leave granted pursuant to clause 47 - Leave and Make-up Pay.
- 55.2 Leave without pay in excess of these periods will not count as, but will not break, continuous service.

DISCIPLINE AND PERFORMANCE MANAGEMENT

56. Principles and definitions

- 56.1 All matters concerning Unsatisfactory Performance, Misconduct and Serious Misconduct will be handled thoroughly, expeditiously and in accordance with the principles of procedural fairness and natural justice.
- 56.2 In the first instance, a Supervisor will make reasonable efforts to resolve cases of potential Unsatisfactory Performance or Misconduct through measures such as guidance, coaching and/or professional development before commencing formal disciplinary procedures under this Agreement. However, nothing prevents the University from commencing a formal disciplinary process where it believes the Misconduct or Serious Misconduct requires such an approach.
- 56.3 Unreasonable failure of a staff member to participate in the procedures/actions for Unsatisfactory Performance, Misconduct and Serious Misconduct will not delay the completion of these procedures.
- 56.4 Staff members have the right to choose to be accompanied by a support person or an NTEU Representative through any process that may lead to Disciplinary Action.
- 56.5 Nothing in this Agreement should be regarded as limiting the amendment or expansion of particulars of any alleged Unsatisfactory Performance, Misconduct or Serious Misconduct, provided always that the affected staff member will be advised of this in writing and be given a further opportunity to provide a response prior to any further Disciplinary Action being taken by the University.
- 56.6 If a staff member resigns, proceedings under this clause will discontinue in respect of that staff member. This clause in no way 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.
- 56.7 For the avoidance of doubt, the disciplinary procedures under this Agreement do not apply to casual staff members or to the non-confirmation of employment at the end of the probation period.
- 56.8 "Decision Maker", means:
- (a) in connection with a professional staff member subject to an Unsatisfactory Performance process, **the relevant senior person within the particular staff member's business unit (or their nominee)**;
or
 - (b) in connection with a professional staff member subject to a Misconduct or Serious Misconduct process, the Vice-President, People & Culture (or their nominee); or
 - (c) in connection with an academic staff member subject to Unsatisfactory Performance, Misconduct **or Serious Misconduct processes, the Dean of the staff member's College or the Vice-President (Research)** (or their respective nominees).
- 56.9 "Disciplinary Action" means:
- (a) a Written Warning Notification, formal censure, or counselling;
 - (b) withholding of an increment;
 - (c) demotion by one or more classification levels or increments;
 - (d) transfer to another position in the same or another organisational unit, at the same or another campus or site; or

- (e) termination of employment (only for Serious Misconduct and Unsatisfactory Performance).
- 56.10 **“Misconduct”** means:
- (a) conduct which is not Serious Misconduct; and
 - (b) is unsatisfactory conduct or behaviour.
- 56.11 **“Serious Misconduct”** means:
- (a) serious misbehaviour which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties;
 - (b) serious dereliction of the duties required of the position;
 - (c) theft or fraud;
 - (d) conviction by a court of an offence where that offence constitutes a serious impediment to the carrying out of a staff member’s duties or functions or to a staff member’s colleagues carrying out their duties or functions;
 - (e) Examples of conduct which may constitute Serious Misconduct include but are not limited to:
 - (i) assault; or
 - (ii) repeated incidents of Misconduct; or
 - (iii) serious or repeated bullying or harassment, including sexual harassment; or
 - (iv) the staff member refusing to carry out a lawful and reasonable instruction that is consistent with the staff member’s contract of employment; or
 - (v) wilful and/or gross breach of the staff member’s contract of employment, or the University’s policies or regulations, such that it would be unreasonable to continue the staff member’s employment.
- 56.12 **“Supervisor”** means a staff member who has supervisory and/or managerial responsibility in relation to one or more staff members. For an academic staff member in a College, a Supervisor will be a Level C academic or above. For an academic staff member not in a College, a Supervisor will be a staff member of equivalent seniority or standing.
- 56.13 "Unsatisfactory Performance" means inefficiency, poor or underperformance, or negligence or failure of a staff member to perform the work of the position or appointment at a level that would be reasonably required, having regard to the nature and purpose of the position and its classification.
- 56.14 **“Written Warning Notification”** means a formal notification to a staff member that, if their conduct or performance does not improve and is not sustained at the standard required by the University, the potential consequence is further Disciplinary Action, up to and including termination of the staff member’s employment.
57. Unsatisfactory Performance management
- 57.1 Where a staff member’s Supervisor is of the view that the staff member’s performance is unsatisfactory, the University can take action in accordance with this clause and clause 58.
- 57.2 The Supervisor will make reasonable attempts to assist a staff member to improve their performance through informal means. Without limitation, such measures will include:

- (a) discussing the matter informally with the staff member; and/or
 - (b) counselling the staff member about their Unsatisfactory Performance.
- 57.3 Where informal discussions or counselling under 57.2 have not led to an improvement in performance, or where the staff member has previously undergone a performance management process, the Supervisor may place the staff member on a performance improvement plan. As part of the performance improvement plan, the University may use measures including:
- (a) arranging formal performance counselling sessions for the staff member; and/or
 - (b) directing the staff member to undertake training or professional development.
- 57.4 A performance improvement plan pursuant to 57.3 will:
- (a) advise the staff member in writing of the required performance standard, the measures to assist the staff member to improve their performance, the areas requiring improvement and the timeframes within which sustained improvement is expected;
 - (b) schedule regular meetings to assess the staff members progress towards meeting the standards in the performance improvement plan;
 - (c) inform the staff member that they may be supported by a support person or NTEU Representative throughout this process; and
 - (d) provide the staff member with a reasonable opportunity to respond to the view that they are not meeting performance expectations.
- 57.5 A staff member will be provided with a genuine opportunity to improve performance within a reasonable timeframe. The timeframe for the staff member to demonstrate improved performance pursuant to measures in clause 57.3 will ordinarily be three (3) months, but may be varied having regard to factors including but not limited to:
- (a) the nature of the role;
 - (b) the nature of the Unsatisfactory Performance;
 - (c) the requirement, if any, for additional training or development; or
 - (d) where the Supervisor believes an extension of the timeframe may provide the staff member with a reasonable prospect of achieving a satisfactory performance standard.
58. Disciplinary Outcomes for Unsatisfactory Performance
- 58.1 Disciplinary Action taken in response to Unsatisfactory Performance will vary from case to case and depend on the type and degree of the Unsatisfactory Performance, as well as other factors relating to the staff member's employment and the particular circumstances of the individual concerned. The decision whether or not to take Disciplinary Action for Unsatisfactory Performance and the nature of the proposed Disciplinary Action rests solely with the Decision Maker.
- 58.2 If the staff member does not improve their performance or engage in the performance management process in clause 57, **and/or the Supervisor considers that a staff member's Unsatisfactory Performance warrants Disciplinary Action, the Supervisor may issue a report (the "Supervisor's report") to the Decision Maker that will include:**
- (a) evidence of the alleged Unsatisfactory Performance;

- (b) the record of attempts to remedy the alleged performance problems; and
 - (c) any recommendation regarding disciplinary action.
- 58.3 **The Supervisor's report at 58.2 will also be provided to the staff member, who will have 10 working days to provide a response to the Supervisor's report.**
- 58.4 The Decision Maker will then decide:
 - (a) whether any procedural errors have arisen, and if so, what measures will be taken to correct such errors before a decision is made;
 - (b) if the staff members performance constitutes Unsatisfactory Performance; and
 - (c) what, if any, Disciplinary Action should be taken.
- 58.5 In reaching the decision at clause 58.4, the Decision Maker must consider:
 - (a) whether performance standards outlined in the performance improvement plan were appropriate;
 - (b) whether the staff member has been provided with an opportunity to improve their performance in accordance with clause 57;
 - (c) **the evidence set out in the Supervisor's Report, including whether additional information is required before reaching a decision;**
 - (d) any response(s) provided by the staff member; and
 - (e) any mitigating or aggravating factors relevant to taking Disciplinary Action.
- 58.6 The Decision Maker will advise the staff member in writing of their decision at 58.4 and the reasons for reaching this decision, including how they have considered the factors in 58.5.
- 58.7 A staff member who is notified that Disciplinary Action under this clause 58 will be imposed may apply for a review of the decision under clause 61.
- 59. Misconduct and Serious Misconduct
- 59.1 Prior to commencing the procedures under this clause, a relevant Supervisor will make all reasonable efforts to make enquiries or address concerns in relation to the Misconduct of any staff member through reasonable support, assistance or interventions, in accordance with the principles in clause 56.2.
- 59.2 The University may initiate a workplace investigation into concerns in relation to the conduct of any staff member where it believes it is required. The investigator may be an internal or external person or body. The investigator will be independent and must not have any previous involvement in the matter under investigation. The investigator will:
 - (a) conduct the investigation with due regard to procedural fairness and natural justice, timeliness, and the individuals safety and well-being;
 - (b) seek sufficient particulars of the alleged conduct to enable the concerns to be factually investigated;
 - (c) advise the staff member in writing of the allegations, including whether the conduct is considered to be Misconduct or Serious Misconduct, with sufficient information to understand the allegations against them;

- (d) provide any staff member subject to an investigation with an opportunity to respond to allegations against them (either verbally or in writing) within 5 working days of receiving the written allegations in clause 59.2(c);
 - (e) interview the parties and, where necessary, any witnesses;
 - (f) review any relevant documentation; and
 - (g) **prepare a written report (the "investigator's report") setting out the how the investigation was conducted and the relevant facts and findings.**
- 59.3 All staff members and workplace participants involved in any investigation/s into Misconduct and/or Serious Misconduct are required to maintain appropriate confidentiality while further enquiries or investigations are being made in respect of the allegation/s. If a staff member breaches confidentiality, they may be subject to further Disciplinary Action.
- 59.4 Where allegations of Misconduct or Serious Misconduct arise from an investigation conducted under a policy of the University (for example, policies concerning harassment, discrimination, bullying, sexual harassment or research misconduct), **the report from that process can constitute an 'investigator's report'** for the purposes of 59.2(g). For the avoidance of doubt, any Disciplinary Action for Misconduct or Serious Misconduct, whether investigated under another policy of the University or otherwise, will be determined and imposed in accordance with clause 60.
60. Disciplinary Outcomes for Misconduct and/or Serious Misconduct
- 60.1 Disciplinary Action taken in response to Misconduct and/or Serious Misconduct will vary from case to case and depend on the type and degree of the conduct, as well as other factors relating to the staff member's employment and the particular circumstances of the individual concerned. The decision whether or not to take Disciplinary Action and the nature of the proposed Disciplinary Action rests solely with the Decision Maker.
- 60.2 The Investigator's report prepared pursuant to clause 59.2(g) will be provided to the Decision Maker and the staff member subject to the investigation. The staff member will have 10 working days to provide a **response to the investigator's report.**
- 60.3 The Decision Maker will then decide:
- (a) whether any procedural errors have arisen, and if so, what measures will be taken to correct such errors before a decision is made;
 - (b) if the conduct constitutes Misconduct or Serious Misconduct; and
 - (c) what, if any, Disciplinary Action should be taken.
- 60.4 In reaching the decision at 60.3, the Decision Maker must consider:
- (a) whether the investigation was conducted in accordance with this Agreement, including an investigation in accordance with 59.2;
 - (b) **the findings in the Investigator's Report**, including whether additional information is required before reaching a decision;
 - (c) what acts or omissions or failings on the part of the staff member constitute Misconduct or Serious Misconduct;
 - (d) any response(s) provided by the staff member; and

- (e) any mitigating or aggravating factors relevant to taking Disciplinary Action.
- 60.5 The Decision Maker will advise the staff member in writing of their decision at clause 60.3 and the reasons for reaching this decision, including how they have considered the factors in clause 60.4
- 60.6 A staff member who is notified that Disciplinary Action will be imposed under this clause 60 may apply for a review of the decision under clause 61 or 62 (as applicable).
- 60.7 Suspension
- (a) Where allegations of Serious Misconduct have been made against a staff member under clauses 59 and 60, and the Decision Maker considers that, *prima facie*, the allegations are serious enough to warrant the staff member not being at work, the Decision Maker may, at any stage during the procedures under clauses 59, 60 and 62, suspend a staff member with or without pay until the conclusion of the matter, or direct them to perform suitable alternative duties at another location or campus or at home.
 - (b) Where a staff member is suspended without pay:
 - (i) the staff member may draw on any accrued entitlement to annual leave or long service leave for the duration of the suspension;
 - (ii) the Vice President, People & Culture (or nominee) may at any time direct that salary be paid, in part or in full, on the grounds of hardship for the period of the suspension or a part period;
 - (iii) the Vice President, People & Culture (or nominee) may at any time reconsider the issue of the suspension of the staff member;
 - (c) While suspended, the staff member will be excluded from the University or any identified parts of the University, but will be permitted access to the University to collect personal property by prior arrangement with the Vice President, People & Culture (or nominee).
 - (d) If the Decision Maker determines that no Disciplinary Action will be taken and the staff member has been suspended or transferred under this process, the staff member will be reinstated with back pay and/or restoration of entitlements.
61. Review of Decisions by Independent Reviewer
- 61.1 A staff member may request a review of a decision affecting them by a Reviewer after receiving **notice of the University's intention to:**
- (a) declare a position redundant under clause 68;
 - (b) impose Disciplinary Action for Unsatisfactory Performance under clause 58;
 - (c) impose Disciplinary Action other than demotion or termination under clause 60;
 - (d) not to confirm an appointment during the probation period in accordance with 12.
- 61.2 Selection of the Reviewer
- (a) Within one month of the approval of the Agreement, a pool of candidates with suitable expertise and experience to be appointed as Reviewers will be established by agreement

between the University and the NTEU. The University and the NTEU will not unreasonably delay or withhold agreement.

- (b) The pool of candidates will be reviewed and, if required, amended within one month of each anniversary of the approval of this Agreement through consultation between the University and the NTEU. The University and the NTEU will not act unreasonably in amending the pool of candidates for Reviewers.
- (c) A request for review of an eligible reviewable decision will be referred to a Reviewer selected from the pool by agreement between the University and the NTEU. The parties will not unreasonably delay or withhold agreement. If agreement cannot be reached the parties will seek the urgent assistance of the FWC.
- (d) The Reviewer will:
 - (i) have relevant qualifications and experience, including where necessary or appropriate, an understanding of local VU policies and procedures;
 - (ii) not have a personal or professional interest in the outcome of the review; and
 - (iii) not have been involved in any way in the original decision.

61.3 Lodging a Review

The basis upon which an eligible decision may be reviewed is as follows:

Clause	Decision under Review	Terms of Reference	Time Frame
61.1(a)	To review a decision to declare a position or positions redundant under clause 68	<p>The Review will consider whether:</p> <ul style="list-style-type: none"> • There were one or more relevant procedural errors in the process under review; • The position or positions are not to be filled by anyone; • Fair and reasonable criteria were used to select the staff member as excess to requirements; • The relevant procedural errors or the failure to use fair and reasonable selection criteria affected the outcome of the process. 	<ul style="list-style-type: none"> • To request the Review and provide written submissions against the Terms of Reference: 10 working days from the notice of the decision • For the University's response to the staff member's submission: 5 working days. • Review Period following the University's submissions: 10 working days.
61.1(b)	To review a decision to recommend Disciplinary Action for Unsatisfactory Performance under clause 58	<p>The Review will consider whether:</p> <ul style="list-style-type: none"> • There were one or more relevant procedural errors in the process under review; • The relevant procedural errors materially affected the outcome of the process; • There is sufficient information to demonstrate that the recommendation for Disciplinary Action is not reasonable given the nature of the Unsatisfactory Performance. 	<ul style="list-style-type: none"> • To request the Review and provide written submissions against the Terms of Reference: 3 working days from the notice of the decision. • For the University's response to the staff member's submission: 3 working days. • Review Period following the University's submissions: 6 working days.

Clause	Decision under Review	Terms of Reference	Time Frame
61.1(c)	To review a decision to impose Disciplinary Action other than demotion or termination under clause 60	The Review will consider whether: <ul style="list-style-type: none"> • There were one or more relevant procedural errors in the process under review; • The Relevant procedural errors materially affected the outcome of the process; • There is sufficient information to demonstrate that the Disciplinary Action was not reasonable given the misconduct. 	<ul style="list-style-type: none"> • To request the Review and provide written submissions against the Terms of Reference: 3 working days from the notice of the decision. • For the University's response to the staff member's submission: 3 working days. • Review Period following the University's submissions: 6 working days.
61.1(d)	To not confirm an appointment during the probation period in accordance with clause 12	The Review will consider whether: <ul style="list-style-type: none"> • There were one or more relevant errors in how the staff member's competency during their probation period was assessed; • The relevant errors materially affected the outcome of the confirmation of their employment 	<ul style="list-style-type: none"> • To request the Review and provide written submissions against the Terms of Reference: 3 working days from the notice of the decision • For the University's response to the staff member's submission: 3 working days. • Review Period following the University's submissions: 6 working days.

61.4 Review Process

- (a) The staff member and the University must provide written submissions against the relevant Review terms of reference within the timeframe specified in the table at clause 61.3. If the staff member does not provide the written submissions within the timeframe, no review will be conducted and the decision will be implemented, unless exceptional circumstances apply.
- (b) The Reviewer may seek additional relevant information or material from the staff member or the University to assist in making their recommendation.
- (c) The Reviewer will make a recommendation(s) in a written report provided to the DVC or Vice President, People & Culture (or their respective nominee) as soon as practicable, but no later than the end of the review period specified in the table at clause 61.3.
- (d) **The Reviewer's** written report will be based only on written submissions and supporting **documentation in the staff member's application, any written response from the University** and any relevant information obtained pursuant to 61.4(b).
- (e) The Reviewer does not have any scope to make binding decisions in respect of the Disciplinary Action.

61.5 The DVC or Vice President, People & Culture (or respective nominees) must take into account the written report of the Reviewer and any recommendations and will:

- (a) uphold or withdraw the original decision; and/or
- (b) take any appropriate alternative Disciplinary Action under this Agreement; and/or

- (c) if appropriate, determine a process to correct any procedural errors identified in the matter under review; and
 - (d) advise the staff member and any other relevant persons of their decision.
- 61.6 All decisions of the DVC or Vice President, People & Culture (or respective nominees) are final, except that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal with relevant jurisdiction.
62. Review and Appeal Committee
- 62.1 A staff member may seek a review by a Review and Appeals Committee of a decision relating to:
- (a) **A decision to terminate the staff member's employment due to Serious Misconduct in accordance with clause 60.5;** or
 - (b) A decision to demote the staff member as a consequence of a finding of Serious Misconduct or Misconduct in accordance with clause 60.5.
- 62.2 The terms of reference for a Review and Appeals Committee under this clause are:
- (a) That there are one or more relevant procedural errors in the process under review that materially affected the outcome of the process; or
 - (b) That the Disciplinary Action is not reasonable given the nature of the Misconduct or Serious Misconduct.
- 62.3 A request for review under this clause must be made in writing to the Vice President, People & Culture within five (5) working days of notification of the Disciplinary Action decision to the staff member.
- 62.4 The staff member must provide their written submissions against the relevant Review terms of reference within five (5) working days of lodging the request for review under clause 62.3. If submissions are not provided within this timeframe, no review will be conducted and the decision will be implemented, unless exceptional circumstances apply.
- 62.5 **The University must provide its written submissions in response to the staff member's submissions in 62.4 within 10 working days.**
- 62.6 Composition of the Review and Appeal Committee
- The Review and Appeal Committee will comprise:
- (a) A person from within the University chosen by the Vice-Chancellor (or their nominee);
 - (b) A staff member nominated by the NTEU; and
 - (c) A Chairperson selected in accordance with clause 61.2 of this Agreement.
- 62.7 Operation of Review and Appeal Committees
- The Review and Appeals Committee must:
- (a) be convened **within 5 working days from receipt of the University's submissions pursuant to clause 62.5;**

- (b) where a staff member has been suspended without pay, consider at its first meeting whether suspension without pay should continue and will have the power to recommend the lifting of such a suspension and the provision of back pay and/or the restoration of entitlements;
- (c) act quickly, fairly, impartially, and confidentially;
- (d) only consider the eligible grounds for review brought before it;
- (e) provide a reasonable opportunity for the University and staff member (and if they so wish, their Representatives):
 - (i) to make representations and answer any matters in person or in writing,
 - (ii) to question any witnesses; and
 - (iii) to present and challenge evidence;
- (f) consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit;
- (g) permit the University and staff member (and if they so wish, their Representative), to be present at all hearings where evidence is taken or submissions are being made;
- (h) provide a report within 15 working days of convening (or such longer time as the Vice-Chancellor (or their nominee) **allows**) **addressing the Review and Appeal Committee's findings in respect to** request for review and setting out reasons for its findings.

62.8 The Vice-Chancellor (or their nominee) must take into account the report of the Review and Appeals Committee and any recommendations, and will either confirm, amend or withdraw the original decision. The decisions of the Vice-Chancellor (or their nominee) is final, save that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal with relevant jurisdiction.

CONSULTATION AND DISPUTE RESOLUTION

63. Joint Consultative Committee (JCC)

63.1 Principles and Objectives

- (a) The Joint Consultative Committee (JCC) is intended to be a mechanism for open and regular consultation on workplace matters.
- (b) Such matters will be discussed in a spirit of cooperation and trust to ensure Committee participants have a meaningful opportunity to contribute views, explore concepts, and express opinions as to the potential impact that emerging issues may have on the University and its staff.
- (c) Any JCC consultation process will not unduly delay any other University consultation process/es

63.2 Establishment of a JCC

- (a) The University and the NTEU will establish a JCC within 3 months of the commencement of this Agreement.
- (b) The JCC will comprise an equal number of representatives nominated by the University and the NTEU, with a maximum of six Committee members. One University management representative

will be appointed as Chair of the JCC. From time to time the University may invite additional participants to provide subject matter expertise on relevant topics of discussion at clause 63.3.

- (c) The JCC will meet on a quarterly basis, but may meet more frequently when required. Where an irregular meeting of the JCC is requested by either party, at least two weeks' notice will be provided, or a lesser period where agreed.

63.3 The University will provide the JCC with updates on key strategies, organisational metrics and/or reports from time to time, including:

- (a) Aboriginal and Torres Strait Islander employment strategies;
- (b) Workplace health & safety;
- (c) Gender equity & diversity;
- (d) University policies and procedures, where changes of a significant nature are being considered;
- (e) Financial performance updates;
- (f) Workforce development and capabilities strategies and frameworks;
- (g) Workforce planning strategies;
- (h) Data pertaining to specific employee cohorts, including casuals; and
- (i) Potential future major workplace change program/s.

63.4 The JCC will review the following policies and procedures in effect as at the date of approval of this Agreement:

- (a) Probation;
- (b) Policies and procedures concerning staff development plans;
- (c) Relocation of staff; and
- (d) Redeployment of Professional Staff.

The parties agree that these policies shall remain in force until the JCC has completed its review and recommended any changes and until the University has completed any wider consultation in accordance with its procedures. Any change to or replacement of the policies and procedures concerning staff development plans must ensure that staff development plans are created by agreement between the staff member and their supervisor no later than March of each year.

63.5 The parties agree the University shall develop a policy and procedure to deal with staff member grievances. The policy and procedure development will occur in consultation with the JCC. Until this policy has been developed, the Grievance procedure set out in schedule 7 of the *Victoria University Enterprise Agreement 2013* shall remain in force, except for access to any Review and Appeal Committee.

63.6 For the purposes of sub-clause 62.3(i), the University will notify the JCC of any major change proposal prior to its release in accordance with clause 64. The University may convene a special meeting of the JCC at any time to facilitate consultation in accordance with this clause 63.6. Failure of any member/s of the JCC to attend any such special meeting will not delay the release of a major change proposal in accordance with clause 64.

64. Major workplace change

64.1 Principles

- (a) Sound management of workplace change requires the timely consultation and involvement of the staff members who will be affected by the change.
- (b) Consultation:
 - (i) is to provide affected staff members, the NTEU and any nominated Representative/s with a bona fide opportunity to influence the University in its decision making and explore alternatives and options aimed at mitigating any adverse consequences of major workplace change;
 - (ii) allows the decision making process to be informed but does not mean that an agreement must be reached.
- (c) Where there is a major workplace change that may result in a reduction in job numbers, the University will seek, where possible, to avoid forced redundancy.

64.2 Definitions

- (a) Major workplace change means a change, or changes, in work practices, organisation, structure or technology that is likely to have significant effects on staff members.
- (b) Significant effects include:
 - (i) significant changes to work practices;
 - (ii) introduction of major new technological change;
 - (iii) relocation of whole, or significant parts of, organisational areas to other campuses;
 - (iv) outsourcing of functions currently performed by University staff members; and
 - (v) restructuring of work areas, including impacts on job numbers, redundancies, the elimination or diminution of job opportunities, promotion opportunities or job tenure.
- (c) For the avoidance of any doubt, major workplace change does not include the creation of or appointment to a new senior position within the University or change of reporting lines, unless the change results in significant effects on staff members within the meaning of clause 64.1(c).

64.3 Obligation to consult about major workplace change

- (a) Where the University has developed a formal proposal to introduce major workplace change, the University will notify and consult with affected staff members, the NTEU and any other nominated Representative(s) prior to finalising a decision to proceed with the major workplace change.
- (b) The University will meet with and provide a Draft Change Management Plan to affected staff, the NTEU and any other nominated Representative(s) as part of the consultation process.
- (c) The Draft Change Management Plan will include information about:
 - (i) the proposed change to occur;
 - (ii) the rationale for the change in terms of expected outcomes;
 - (iii) financial information relevantly supporting the rationale for change;
 - (iv) the anticipated effects on staff, including possible adverse effects, if any;

- (v) the timeframe for implementation;
 - (vi) the likely number, if any, of redundancies; and
 - (vii) measures to mitigate the adverse effects of the changes on affected staff.
- (d) The University must give prompt consideration to matters raised in writing by the staff members, the NTEU and/or their Representative(s) directly related to the proposed changes and provide a response in writing to any matters raised.

64.4 Implementation

- (a) Where the change proceeds, the University will consult with affected staff and the NTEU and any nominated Representative(s) to determine those measures to be adopted in order to implement that change, including means of avoiding or mitigating detrimental outcomes for the affected staff member(s).
- (b) Prior to the use of any forced redundancies the University will first pursue the options of voluntary separation packages and direct transfer. The University will also fully explore and examine other mitigation options including, but not limited to, redeployment and reasonable retraining, pre-retirement contract, natural attrition, voluntary conversion to part-time employment, long service leave and secondment.

65. Dealing with Disputes

65.1 It is agreed that the University and all of its staff members have an interest in the proper application of this Agreement, and in minimising and settling disputes about matters arising under this Agreement and the NES in a timely manner.

65.2 A staff member or members may be represented in these procedures by a nominated Representative.

65.3 To facilitate their timely resolution, disputes about matters arising under this Agreement or relating to the NES will, as far as is practicable, be raised and resolved at their source, that is:

- (a) in the first instance the affected staff member(s) should discuss the matter with their Supervisor;
- (b) where the dispute is not resolved, the affected staff member(s) or their Representative may request further discussions with the Vice President, People & Culture within five working days of the staff member's discussion with their Supervisor. If no such request is made within five working days the dispute will be deemed to be resolved, unless it is agreed to extend the time for discussions. This request must be made in writing about the exact nature of dispute to the Vice-President, People & Culture, who may nominate another University officer or officers to endeavour to resolve the dispute on behalf of the University.
- (c) Where a meeting is requested pursuant to clause 65.3(b), it will be convened within five working days of the request or at such later time as the staff member(s) or their Representative may agree with the University.

65.4 The University or the Union may also initiate a dispute regarding matters(s) arising under this Agreement or the NES by providing written advice detailing the particulars and circumstances upon which the dispute is based. The dispute will be progressed by direct discussions between officials of the Union and senior officers of the University within five working days of initiating the dispute, rather than the process in sub-clause 65.3.

65.5 Until the procedures described in sub-clause 65.3 or 65.4 have been exhausted:

- (a) work will continue in the normal manner;
 - (b) the University will not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute; and
 - (c) the subject matter of the dispute will not be taken to the FWC by the parties to the dispute.
- 65.6 If the dispute remains unresolved, or if either party fails to engage in the process, either party to the dispute may refer the matter to the FWC. If no party to the dispute refers the matter to the FWC within ten working days of concluding these discussions under sub-clause 65.3 or 65.4, the matter will be deemed to have been resolved, unless the parties agree to extend the time for discussions.
- 65.7 The FWC may exercise any method of dispute resolution permitted by the Act and any decision or order of a single member of the FWC, or a full bench of the FWC in the event of an appeal, will be binding on all parties covered by this Agreement.
- 65.8 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution.
- 65.9 This procedure does not apply to workplace grievances, which will be handled in accordance with the principles of procedural fairness and any applicable University policy and procedure.

ENDING THE EMPLOYMENT RELATIONSHIP

66. Termination of employment

- 66.1 All decisions to discipline or terminate the employment of a staff member at the initiative of the University must be in accordance with the applicable provisions of this Agreement. Unless the contrary intention appears, the terms of this Agreement will cover exhaustively the subject matter concerned.
- 66.2 The University will not **terminate a staff member's employment without taking reasonable steps to provide written notice of the day of termination (which must be a day on or after the date of the notice) delivered personally, electronically or by post to the staff member's last known address.**
- 66.3 Either a staff member or the University may terminate the employment by providing written notice (or, in the case of the University, payment in lieu of all or part of such notice) as provided below:

Staff member's period of continuous service with the University	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
NOTE: if the staff member is over 45 years old and has completed at least 2 years of continuous service, an extra week of notice will be provided.	

- 66.4 If a staff member who is at least 18 years old does not give the period of notice required under clause 66.3, then the University may deduct from wages due to the staff member under this Agreement an amount **that is no more than one week's wages for the staff member.**
- 66.5 Where the University has given notice of termination to a staff member, a staff member may be allowed **up to one day's time off without loss of pay for the purpose of seeking other employment.**
- 66.6 This clause does not apply to:
- (a) a staff member who is employed on a Continuing (Contingent Funded) basis;

- (b) a staff member whose employment is terminated without notice for Serious Misconduct;
 - (c) a casual staff member;
 - (d) an apprentice/trainee.
- 66.7 For the avoidance of doubt, this clause does not preclude cessation/termination of employment at the initiative of the University:
- (a) in circumstances of abandonment of employment;
 - (b) without notice for Serious Misconduct.
67. Termination of employment on the grounds of ill-health – Academic Staff
- 67.1 The Vice-Chancellor may require, in writing, any academic staff member whose capacity to perform the duties of her or his office is in doubt to undergo a medical examination by a medical practitioner chosen by the University and at the expense of the University. The staff member will provide consent to the medical practitioner for the medical practitioner to provide the University with its opinion about the staff member's capacity to perform the duties of their position.
- 67.2 The Vice-Chancellor shall provide a staff member with written notice of not less than two months 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 67.1 shall lapse and no further action shall, subject to sub-clause 67.3, be taken by the Vice-Chancellor under this clause. The staff member will respond to all requests for information from the superannuation fund and otherwise do all things necessary to assist the superannuation fund to make an expeditious decision.
- 67.3 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 sub-clause 67.2
- 67.4 A copy of the medical report made by the medical practitioner pursuant to 67.1 shall be made available to the **Vice-Chancellor, the staff member and the staff member's usual treating medical practitioner.**
- 67.5 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 twelve months, the Vice-Chancellor may, subject to sub-clause 67.6, terminate the employment of the staff member in accordance with the notice required by the staff members contact of employment, upon payment of the **balance of the staff member'**, or a period of six months, whichever is the lesser. Prior to the 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 resignation is offered, shall accept forthwith and not proceed with action to terminate employment.
- 67.6 The staff member may, within 14 days of the decision in clause 67.5, request a second medical report from a suitably qualified independent medical examiner, chosen by agreement between the University and the NTEU. Agreement as to the selection of the independent medical examiner will not unreasonably be withheld. The notice period in clause 67.5 will continue while the second medical report is obtained. The Vice-Chancellor shall not terminate the employment of the staff member until the second medical report is obtained and the findings of the initial medical report are confirmed.

- 67.7 In making an assessment as to whether or not a staff member is unable to perform her or his duties and is unlikely to be able to resume them within a reasonable period, the medical practitioners appointed **pursuant to this clause shall as far as possible apply the same standards as are used by the staff member's** superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 67.8 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three months of a written notification to do so as prima facie evidence that such a medical examination would have found that the staff member is unable to perform her or his duties and is unlikely to be able to resume them within twelve months, and may act accordingly. A refusal by a staff member to undergo a medical examination shall not constitute misconduct and shall not lead to any greater penalty or loss of entitlements that would have resulted from an adverse medical report.
- 67.9 The University may deem an unreasonable failure or refusal by a staff member to undergo a medical examination in accordance with clause 67.1 as prima facie evidence of an adverse opinion as to the staff member's capacity for work, and may proceed to terminate the staff member's employment in accordance with clause 67.6.
- 67.10 These provisions will not displace or override the operation of the *Workplace Injury Rehabilitation and Compensation Act 2013* or any relevant successor legislation.
68. Redundancy and Redeployment
- 68.1 This clause applies to all staff members, other than a:
- (a) fixed-term staff member;
 - (b) staff member who is employed on a Continuing (Contingent Fund) Employment contract; or
 - (c) a casual or sessional staff member.
- 68.2 All payments under this clause 68:
- (a) are **calculated on the staff member's substantive salary at the date of termination of employment** (excluding all loadings or payments of temporary nature such as any higher duties allowance);
 - (b) to the extent that they exceed the minimum amount of such entitlements, are deemed to satisfy any notice period, redundancy benefit or redeployment scheme otherwise payable under this Agreement or the Act.
- 68.3 Where the University determines that one or more positions **are excess to the University's requirements** for reasons of an economic, technological, structural, or similar nature, including:
- (a) A decrease in student demand or enrolments in any academic course or subject or combination of courses or subjects conducted on one or more campuses; or
 - (b) A decision to cease offering or to vary the academic context of any course or subject or combination of courses or subjects conducted on one or more campuses; or
 - (c) Financial necessity within an organisational unit or cost centre; or
 - (d) Changes in technological or work methods; or
 - (e) Where the duties of the position are changed such that the incumbent is not competent to perform those duties; or

(f) The job is no longer required to be performed by anyone;

the University will formally notify the staff members(s) concerned in writing that their position is redundant and the reason for the redundancy.

68.4 As part of the notification provided pursuant to clause 68.3, the staff member shall be provided with 26 weeks notice of termination which shall apply in lieu of clause 66.3.

68.5 As soon as practicable after making the decision in clause 68.3, the University will give affected staff member(s) and, if they so choose, their nominated Representative(s) an opportunity to consult on measures to avert or mitigate the adverse effects of the redundancy.

68.6 Within two weeks of receiving the advice provided in clause 68.3, the staff member must either:

(a) Elect in writing to depart early, in which case they will receive payments in accordance with 68.9; or

(b) Elect in writing to seek formal redeployment in accordance with clause 68.7; or

(c) Seek a review of the decision to declare their position redundant in accordance with clause 61.3. The notice period shall continue for the duration of the review process.

68.7 Redeployment

(a) The redeployment period will conclude 8 weeks from the date of notice in clause 68.3 and will operate concurrently with the notice period referred to in clause 68.4. The University in its absolute discretion may agree to extend the redeployment period.

(b) During the redeployment period the University will use its best endeavours to find suitable alternative employment for the staff member. Suitable alternative employment means a **continuing position at the staff member's current classification level and time fraction (or alternative time fraction or classification if the University and staff member agree)** where:

(i) the staff member meets the selection criteria; or

(ii) the staff member substantially meets the selection criteria and could perform satisfactorily within a reasonable time following retraining.

(c) During the redeployment period, the staff member will be eligible for:

(i) Reasonable time off without loss of pay to attend job interviews or other job search activities, subject to provision by the staff member of documentary evidence of the activity;

(ii) Support, including counselling;

(iii) Opportunities for reasonable retraining;

(iv) Outplacement support to a maximum value of \$500.00.

(d) A staff member who accepts redeployment to a position at a classification level lower than their previous substantive classification level will be entitled to be paid salary maintenance at their previous substantive classification level for a period of six months if the staff member is under 45 years of age, or for a period of 12 months if the staff member is 45 years of age or older at the date of transfer to the lower position. Following this period the staff member will be paid at the rate of pay applicable to the new position.

- (e) Where the staff member is redeployed to another position in accordance with 68.7(b) or 68.7(d), all redundancy processes under this clause will cease and the staff member will not be entitled to be paid any severance pay in respect to the redundancy of their prior position.
- (f) Where a staff member rejects an offer of redeployment made in accordance with clause 68.7(b), **the University may terminate the staff member's employment. In such a case, the staff member** will not be entitled to severance benefits in accordance with clause 68.9. Instead, the staff member will be paid:
 - (i) the lesser of the balance of the notice period provided under clause 68.4 or the minimum period of notice provided under the NES; and
 - (ii) severance pay calculated in accordance with the NES.

68.8 If no reasonable redeployment opportunity has been identified at the end of the redeployment period, the **staff member's employment will terminate and they will receive the benefits in 68.9.**

68.9 Redundancy payments

A staff member whose employment terminates in accordance with this clause will receive:

- (a) An amount calculated as 2 weeks salary for each completed year of service to a maximum of 52 weeks;
- (b) The balance of any unworked notice period described in clause 68.4; and
- (c) Outstanding accrued leave as otherwise applicable on termination of employment.

68.10 Savings provision

For the life of this Agreement, a staff member employed on a continuing basis on the date of commencement of this Agreement and who continues to be employed on a continuing basis until their employment is terminated in accordance with clause 68.9 will instead receive:

- (a) For an Academic staff member:
 - (i) The balance of the applicable period of notice in accordance with the table in clause 71.3 of the *Victoria University Enterprise Agreement 2013*, which shall be calculated as if such period of notice commenced at the date that the notice at clause 68.4 was given; and
 - (ii) Severance pay calculated in accordance **with the NES, plus four weeks' pay.**
- (b) For a Professional staff member:
 - (i) **The balance of 13 weeks' notice, calculated as if such period of notice of termination** commenced at the date that the notice at clause 68.4 was given; and
 - (ii) Severance pay calculated in accordance with clause 69.4 of the *Victoria University Enterprise Agreement 2013*.

69. Voluntary Early Retirement Scheme

69.1 The University may invite staff members to apply for voluntary early retirement scheme on the following terms:

- (a) all full-time or part time continuing staff member shall be eligible to apply;

- (b) the University, retains the discretion to approve or not approve any application, having regard to its staffing needs; and
- (c) approved staff members shall receive a lump sum benefit of a minimum of two weeks' salary for each year of service, with a maximum payment of 52 weeks' salary. This benefit is additional to the staff member's other entitlements on retirement.

69.2 Notwithstanding sub-clause 69.1 above, the University may invite applications for early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with sub-clause 69.1 provided that any lump sum benefit will be calculated at a minimum rate of two weeks' salary for each year of service, but with no obligation upon the University to pay beyond a maximum of 52 weeks' salary.

70. Union rights

70.1 Role of Workplace Representatives

- (a) NTEU area representatives shall be allowed the necessary time during working hours to conduct **discussions with the University's representative(s) on matters affecting staff members in their area**, provided that such discussions shall not unreasonably disrupt the operation of the area **representative's work unit**.
- (b) A University employee who is a representative of the NTEU shall have the right to post any official notice of the NTEU in each staff room of the University; and to distribute any official notice of the Union to members in each section or department of the University.

70.2 Leave for Attending Proceeding under the Fair Work Act 2009

- (a) Leave of absence shall be granted to staff members who are affected by any relevant proceedings under the Fair Work Act 2009 on the following conditions:
 - (i) Leave of absence shall not be granted to more than two affected staff members or, where the affected staff members choose, a Representative, at any one time in respect of any one such proceeding;
 - (ii) Leave of absence for conduct of a case shall be with full pay;
 - (iii) Leave of absence for preparations of a case shall be without pay and shall not exceed three months in any twelve months.

70.3 Training in Industrial Relations and Dispute Resolution

- (a) The University will grant up to five days of paid leave per year to a staff member for the purpose of attending courses or seminars concerning University staffing matters, industrial relations, or dispute resolution, provided:
 - (i) The operating requirements of the University must permit the granting of such leave and the absence must not require the employment of casual staff or the working of overtime;
 - (ii) The scope, content and level of the courses must be such as to contribute to a better understanding on industrial relations.
 - (iii) Any union training leave that is unused in any calendar year will not accrue.
- (b) Applications for leave must be accompanied by a statement from the training provider setting out how the training satisfies the provisions of this sub-clause. Leave granted for these courses will count as service for all purposes.

SIGNATURES OF THE PARTIES

Signed by

Matthew McGowan

of

Level 1, 120 Clarendon Street
South Melbourne VIC 3205

[Insert name]

[Insert Address]

as a representative of the employees covered by the Agreement.

I declare that I am authorised to sign this Agreement on behalf of the employees covered by the Agreement.



General Secretary

Signature

Authority to Sign

1 November 2019



Date

Witness Signature

Signed by

PETER J DANKINS

of

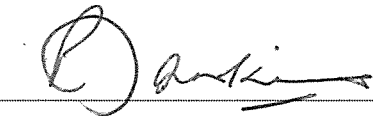
Ballarat Road, Footscray

[Insert name]

[Insert Address]

as a representative of Victoria University.

I declare that I am authorised to sign this Agreement on behalf of Victoria University



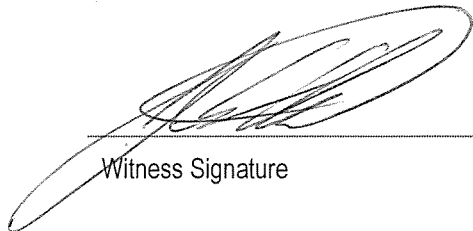
VICE-CHANCELLOR

Signature

Authority to Sign

1.11.19

Date



Witness Signature

SCHEDULE A – MINIMUM ACADEMIC STAFF SALARIES

Classification	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
Level A					
1	\$65,065	\$66,529	\$68,026	\$69,557	\$71,122
2	\$68,781	\$70,328	\$71,911	\$73,529	\$75,183
3	\$72,497	\$74,128	\$75,796	\$77,502	\$79,245
4	\$76,215	\$77,929	\$79,683	\$81,476	\$83,309
5	\$79,238	\$81,020	\$82,843	\$84,707	\$86,613
6	\$82,256	\$84,107	\$85,999	\$87,934	\$89,913
7	\$85,276	\$87,194	\$89,156	\$91,162	\$93,213
8	\$88,294	\$90,281	\$92,312	\$94,389	\$96,513
Level B					
1	\$92,946	\$95,038	\$97,176	\$99,363	\$101,598
2	\$96,434	\$98,604	\$100,823	\$103,091	\$105,411
3	\$99,911	\$102,159	\$104,458	\$106,808	\$109,211
4	\$103,404	\$105,730	\$108,109	\$110,542	\$113,029
5	\$106,887	\$109,292	\$111,751	\$114,265	\$116,836
6	\$110,373	\$112,856	\$115,396	\$117,992	\$120,647
Level C					
1	\$113,859	\$116,421	\$119,040	\$121,719	\$124,457
2	\$117,343	\$119,983	\$122,682	\$125,443	\$128,265
3	\$120,829	\$123,547	\$126,327	\$129,169	\$132,076
4	\$124,316	\$127,113	\$129,973	\$132,897	\$135,887
5	\$127,796	\$130,672	\$133,612	\$136,618	\$139,692
6	\$131,285	\$134,239	\$137,259	\$140,348	\$143,506
Level D					
1	\$137,095	\$140,179	\$143,333	\$146,558	\$149,856
2	\$141,739	\$144,928	\$148,189	\$151,523	\$154,932
3	\$146,386	\$149,679	\$153,047	\$156,491	\$160,012
4	\$151,033	\$154,431	\$157,906	\$161,459	\$165,092
Level E					
1	\$176,599	\$180,573	\$184,636	\$188,790	\$193,038

Note: Any level A academic required to carry out full unit convening duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than the level A-6.

Foundation Studies

Class level descriptions	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
1	\$65,065	\$66,529	\$68,026	\$69,557	\$71,122
2	\$68,781	\$70,328	\$71,911	\$73,529	\$75,183
3	\$72,497	\$74,128	\$75,796	\$77,502	\$79,245
4	\$76,215	\$77,929	\$79,683	\$81,476	\$83,309
5	\$79,238	\$81,020	\$82,843	\$84,707	\$86,613
6	\$82,256	\$84,107	\$85,999	\$87,934	\$89,913
7	\$85,276	\$87,194	\$89,156	\$91,162	\$93,213
8	\$88,294	\$90,281	\$92,312	\$94,389	\$96,513

Casual Foundation Studies Rates

The applicable base rate for Foundation Studies casuals will be calculated as follows:

$$\frac{\text{Level 2/52} + 25\%}{37.5}$$

SESSIONAL ACADEMIC STAFF

Type	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
LECTURE					
Basic	\$185.46	\$189.63	\$193.90	\$198.26	\$202.72
Developed	\$247.27	\$252.83	\$258.52	\$264.34	\$270.29
Specialised	\$309.09	\$316.04	\$323.15	\$330.42	\$337.86
Repeat	\$123.63	\$126.41	\$129.26	\$132.16	\$135.14
Tutorial	\$132.27	\$135.25	\$138.29	\$141.40	\$144.58
Repeat Tutorial	\$88.17	\$90.15	\$92.18	\$94.25	\$96.37
BLOCK DELIVERY					
Block Workshop	\$132.27	\$135.25	\$138.29	\$141.40	\$144.58
Block Workshop minimum with PhD or performing full unit convening duties	\$158.19	\$161.75	\$165.39	\$169.11	\$172.91
MARKING					
Standard	\$44.09	\$45.09	\$46.10	\$47.14	\$48.20
Significant	\$61.83	\$63.22	\$64.64	\$66.09	\$67.58
U'grad Clinical Nursing (Minimal Preparation)	\$66.14	\$67.62	\$69.15	\$70.70	\$72.29
U'grad Clinical Nursing (Normal Preparation)	\$88.17	\$90.15	\$92.18	\$94.25	\$96.37
Other Activities	\$44.09	\$45.09	\$46.10	\$47.14	\$48.20
Music Accompanist	\$88.17	\$90.15	\$92.18	\$94.25	\$96.37

MINIMUM IF HOLD PHD OR PERFORM FULL UNIT CONVENING DUTIES					
Tutorial	\$158.19	\$161.75	\$165.39	\$169.11	\$172.91
Repeat Tutorial	\$105.46	\$107.83	\$110.26	\$112.74	\$115.28
Marking Standard	\$52.74	\$53.92	\$55.14	\$56.38	\$57.65
U'grad Clinical Nursing, Minimal Preparation	\$79.09	\$80.87	\$82.69	\$84.55	\$86.45
U'grad Clinical Nursing, Normal Preparation	\$105.46	\$107.83	\$110.26	\$112.74	\$115.28
Other Activities	\$52.74	\$53.92	\$55.14	\$56.38	\$57.65
Music Accompanist	\$105.46	\$107.83	\$110.26	\$112.74	\$115.28

CALCULATION OF ACADEMIC SESSIONAL RATES

PRINCIPLES

The sessional rate of pay for lecturing, tutoring, block workshops and undergraduate clinical nurse education sessions set out in this schedule will encompass the following activities in addition to the delivery of lectures, tutorials, block workshops and/or undergraduate clinical nurse education:

- (a) preparation of lectures, tutorials, workshops or undergraduate clinical nurse education sessions;
- (b) any marking performed during the lecture, tutorial, workshop or undergraduate clinical nurse education session;
- (c) administration of relevant records of students for whom the casual staff member is responsible;
- (d) consultation with students involving face to face and email consultation prior to and following a lecture, workshop or tutorial;
- (e) attendance at meetings specifically for the purpose of assisting the casual staff member to prepare for their lecture, workshop or tutorial and which are intended as a substitute for preparation that the staff member would have otherwise had to undertake.

All marking which occurs other than during the period of the lecture, block workshop, tutorial or undergraduate clinical nurse education session will be paid separately at the appropriate marking rate set out at clause 6 below.

1. FORMULAE

The minimum salaries paid to academic staff employed on a casual basis will be derived from three base rates calculated using the following formulae:

1.1 Lecturing and performance of other duties involving full-time unit convening

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

$$\frac{\text{Level B2} / 52 + 25\%}{37.5}$$

1.2 Rate applicable to possession of a relevant doctoral qualification

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

$$\frac{\text{Level A6} / 52 + 25\%}{37.5}$$

1.3 Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered by clause 1.1 or 1.2 is determined by reference to the second step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Level A2 / 52} + 25\%}{37.5}$$

2. LECTURING

For the purposes of this Agreement, the term “lecture” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

A casual academic staff member required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and student consultation will be paid for at a rate for each hour of lecture delivered, according to the following:

Type of lecture and associated working time assumed:

Basic Lecture: Paid where the lecturer is provided with the course outline and lecture notes. The rate also includes preparation and student consultation.

(1 hour of delivery and 2 hours of associated working time)

Developed lecture: Paid where the lecturer is not provided with the course outline and lecture notes and assumes significant responsibility for planning and developing a course, unit or subject, or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise. This rate is also paid where the staff member has responsibility for unit convening.

(1 hour of delivery and 3 hours associated working time)

Specialised Lecture: Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and for specialised lectures by experts in a field of study.

(1 hour of delivery and 4 hours associated working time)

Repeat Lecture

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

(1 hour of delivery and 1 hour associated working time)

3. BLOCK WORKSHOP

For the purposes of this Schedule, the term “block workshop” refers to a timetabled face-to-face workshop delivered within a block of block mode teaching, as defined at clause 35.3(c) of this Agreement.

A casual academic staff member required to deliver a block workshop and to provide directly associated non-contact duties in the nature of preparation, student consultation and feedback will be paid at the applicable academic sessional original tutorial rate for each hour of block workshop delivery.

4. TUTORING

For the purposes of this Agreement the term "tutorial" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

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

Type of tutoring and associated working time assumed

Tutorial

(1 hour of delivery and 2 hours associated working time)

Repeat tutorial

(1 hour of delivery and 1 hour associated working time)

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

5. MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES

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

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

6. UNDERGRADUATE CLINICAL NURSE EDUCATION

For the purpose of this sub-clause, the term "undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

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

Type of undergraduate clinical nurse education and associated working time assumed

Normal preparation time

(1 hour of delivery and 1 hour associated working time)

Little preparation required

(1 hour of delivery and 0.5 hours associated working time)

7. MARKING

For the purposes of this schedule the following definitions apply:

Standard marking is 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.

Complex marking is marking that does require 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.

All marking which occurs other than that during the period of the lecture, tutorial or undergraduate clinical nurse education session will be paid separately at the appropriate marking rates set out below:

Type of Marking	Payment per hour of marking
Standard Marking	Rate based on 1.3
Standard Marking, where the staff member possesses a relevant doctoral qualification or whose duties include full unit convening	Rate based on 1.2
Complex marking as a supervising examiner or making requiring a significant exercise of academic judgement appropriate to a staff member at Level B status	Rate based on 1.1

8. OTHER REQUIRED ACADEMIC ACTIVITY

A casual academic required to perform any "other required academic activity" will be paid at an hourly rate calculated as at clause 1.3 Rate applicable to all other duties, or as at clause 1.2 if she/he holds a relevant doctoral qualification or is required to perform full unit convening duties, for each hour of such activity delivered as required and demonstrated to have been performed.

"Other required academic activity" is defined as work that a person, acting as or on behalf of the University requires the casual academic to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship and musical accompanying other than with special educational service;
- development of teaching and subject materials such as preparation of unit guides and reading lists and basic activities associated with unit convening;
- consultation with students;
- supervision;
- compliance training as directed; and
- attendance at departmental and/or faculty meetings as required;
- attendance at any of the activities set out in clauses 2, 3, 4, 5 as directed.

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

SCHEDULE B – MINIMUM PROFESSIONAL STAFF SALARIES
AND WAGES

Classification	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
HEP 1					
1	\$45,736	\$46,765	\$47,817	\$48,893	\$49,993
2	\$46,653	\$47,703	\$48,776	\$49,873	\$50,995
3	\$47,582	\$48,653	\$49,748	\$50,867	\$52,012
HEP 2					
1	\$49,371	\$50,481	\$51,617	\$52,779	\$53,966
2	\$50,363	\$51,496	\$52,655	\$53,839	\$55,051
3	\$51,365	\$52,521	\$53,703	\$54,911	\$56,147
HEP 3					
1	\$51,970	\$53,140	\$54,335	\$55,558	\$56,808
2	\$53,010	\$54,202	\$55,422	\$56,669	\$57,944
3	\$54,066	\$55,283	\$56,526	\$57,798	\$59,099
4	\$55,153	\$56,394	\$57,663	\$58,960	\$60,287
5	\$56,255	\$57,520	\$58,815	\$60,138	\$61,491
6	\$57,379	\$58,670	\$59,990	\$61,340	\$62,720
HEP 4					
1	\$59,770	\$61,115	\$62,490	\$63,896	\$65,334
2	\$60,964	\$62,336	\$63,739	\$65,173	\$66,639
3	\$62,180	\$63,579	\$65,010	\$66,473	\$67,968
4	\$63,424	\$64,851	\$66,310	\$67,802	\$69,328
HEP 5					
1	\$64,964	\$66,426	\$67,921	\$69,449	\$71,012
2	\$66,264	\$67,755	\$69,280	\$70,839	\$72,433
3	\$67,586	\$69,107	\$70,662	\$72,252	\$73,878
4	\$68,942	\$70,493	\$72,079	\$73,701	\$75,359
5	\$70,320	\$71,902	\$73,520	\$75,174	\$76,866
6	\$71,724	\$73,338	\$74,988	\$76,675	\$78,400
7	\$73,159	\$74,805	\$76,488	\$78,209	\$79,969
8	\$74,622	\$76,301	\$78,018	\$79,773	\$81,568
HEP 6					
1	\$75,358	\$77,053	\$78,787	\$80,560	\$82,372
2	\$76,866	\$78,595	\$80,364	\$82,172	\$84,021
3	\$78,402	\$80,166	\$81,969	\$83,814	\$85,700
4	\$79,970	\$81,769	\$83,609	\$85,490	\$87,414
5	\$81,568	\$83,404	\$85,280	\$87,199	\$89,161

Classification	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
HEP 7					
1	\$83,151	\$85,022	\$86,935	\$88,891	\$90,891
2	\$84,815	\$86,724	\$88,675	\$90,670	\$92,710
3	\$86,512	\$88,459	\$90,449	\$92,484	\$94,565
4	\$88,241	\$90,226	\$92,257	\$94,332	\$96,455
5	\$90,006	\$92,032	\$94,102	\$96,220	\$98,385
HEP 8					
1	\$93,548	\$95,653	\$97,805	\$100,005	\$102,256
2	\$95,415	\$97,562	\$99,757	\$102,002	\$104,297
3	\$97,325	\$99,515	\$101,754	\$104,043	\$106,384
4	\$99,274	\$101,508	\$103,792	\$106,127	\$108,515
5	\$101,256	\$103,534	\$105,864	\$108,246	\$110,681
6	\$103,285	\$105,609	\$107,985	\$110,414	\$112,899
7	\$105,347	\$107,718	\$110,141	\$112,619	\$115,153
HEP 9					
1	\$109,136	\$111,591	\$114,102	\$116,670	\$119,295
2	\$111,319	\$113,824	\$116,385	\$119,004	\$121,681
3	\$113,546	\$116,101	\$118,713	\$121,384	\$124,115
HEP 10					
1	\$116,934	\$119,565	\$122,255	\$125,006	\$127,819

Casual Professional Staff

Classification	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
HEP 1					
1	\$29.81	\$30.48	\$31.17	\$31.87	\$32.59
2	\$30.41	\$31.10	\$31.80	\$32.51	\$33.24
3	\$31.02	\$31.72	\$32.43	\$33.16	\$33.90
HEP 2					
1	\$32.18	\$32.91	\$33.65	\$34.40	\$35.18
2	\$32.83	\$33.57	\$34.32	\$35.10	\$35.89
3	\$33.48	\$34.24	\$35.01	\$35.79	\$36.60
HEP 3					
1	\$33.88	\$34.64	\$35.42	\$36.22	\$37.03
2	\$34.56	\$35.33	\$36.13	\$36.94	\$37.77
3	\$35.24	\$36.04	\$36.85	\$37.68	\$38.52
4	\$35.95	\$36.76	\$37.59	\$38.43	\$39.30
5	\$36.67	\$37.50	\$38.34	\$39.20	\$40.08
6	\$37.40	\$38.25	\$39.11	\$39.99	\$40.89

HEP 4					
1	\$38.96	\$39.84	\$40.74	\$41.65	\$42.59
2	\$39.74	\$40.63	\$41.55	\$42.48	\$43.44
3	\$40.53	\$41.45	\$42.38	\$43.33	\$44.31
4	\$41.34	\$42.27	\$43.23	\$44.20	\$45.19
HEP 5					
1	\$42.35	\$43.30	\$44.28	\$45.27	\$46.29
2	\$43.20	\$44.17	\$45.16	\$46.18	\$47.22
3	\$44.06	\$45.05	\$46.06	\$47.10	\$48.16
4	\$44.94	\$45.95	\$46.99	\$48.04	\$49.12
5	\$45.84	\$46.87	\$47.93	\$49.00	\$50.11
6	\$46.75	\$47.81	\$48.88	\$49.98	\$51.11
7	\$47.69	\$48.76	\$49.86	\$50.98	\$52.13
8	\$48.64	\$49.74	\$50.86	\$52.00	\$53.17
HEP 6					
1	\$49.12	\$50.23	\$51.36	\$52.51	\$53.70
2	\$50.11	\$51.23	\$52.39	\$53.57	\$54.77
3	\$51.11	\$52.26	\$53.43	\$54.64	\$55.86
4	\$52.13	\$53.30	\$54.50	\$55.73	\$56.98
5	\$53.17	\$54.37	\$55.59	\$56.84	\$58.12
HEP 7					
1	\$54.20	\$55.42	\$56.67	\$57.94	\$59.25
2	\$55.29	\$56.53	\$57.80	\$59.11	\$60.44
3	\$56.39	\$57.66	\$58.96	\$60.29	\$61.64
4	\$57.52	\$58.82	\$60.14	\$61.49	\$62.88
5	\$58.67	\$59.99	\$61.34	\$62.72	\$64.13
HEP 8					
1	\$60.98	\$62.35	\$63.76	\$65.19	\$66.66
2	\$62.20	\$63.60	\$65.03	\$66.49	\$67.99
3	\$63.44	\$64.87	\$66.33	\$67.82	\$69.35
4	\$64.71	\$66.17	\$67.66	\$69.18	\$70.74
5	\$66.01	\$67.49	\$69.01	\$70.56	\$72.15
6	\$67.33	\$68.84	\$70.39	\$71.98	\$73.60
7	\$68.67	\$70.22	\$71.80	\$73.41	\$75.06
HEP 9					
1	\$71.14	\$72.74	\$74.38	\$76.05	\$77.76
2	\$72.57	\$74.20	\$75.87	\$77.57	\$79.32
3	\$74.02	\$75.68	\$77.39	\$79.13	\$80.91
HEP 10					
1	\$76.23	\$77.94	\$79.69	\$81.49	\$83.32

Fitness and Aquatic Centre Staff
Adult Staff Members

Class level descriptions	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022
Attendant	\$26.57	\$27.17	\$27.78	\$28.40	\$29.04
Duty Manager	\$29.68	\$30.35	\$31.03	\$31.73	\$32.44
Personal Training	\$37.20	\$38.04	\$38.89	\$39.77	\$40.66
Group Exercise	\$59.38	\$60.72	\$62.08	\$63.48	\$64.91

Child Care Staff

Class level descriptions	Award classification level	VU Enterprise Agreement 2013	2.25% 30/10/2019	2.25% 1/9/2020	2.25% 1/9/2021	2.25% 1/9/2022	
Cert III Qualified Educator, Cook, Trainees	HEP 2	1	\$51,049	\$52,198	\$53,372	\$54,573	\$55,801
		2	\$52,075	\$53,247	\$54,445	\$55,670	\$56,923
		3	\$53,113	\$54,308	\$55,530	\$56,779	\$58,056
Diploma Qualified Educator	HEP 3	1	\$53,737	\$54,947	\$56,183	\$57,447	\$58,739
		2	\$54,812	\$56,045	\$57,306	\$58,596	\$59,914
		3	\$55,905	\$57,162	\$58,449	\$59,764	\$61,108
		4	\$57,030	\$58,313	\$59,625	\$60,967	\$62,338
		5	\$58,168	\$59,477	\$60,815	\$62,184	\$63,583
		6	\$59,331	\$60,666	\$62,031	\$63,427	\$64,854
Assistant Coordinators, Preschool Teachers	HEP 5	1	\$67,174	\$68,686	\$70,231	\$71,811	\$73,427
		2	\$68,518	\$70,060	\$71,636	\$73,248	\$74,896
		3	\$69,885	\$71,458	\$73,066	\$74,710	\$76,391
		4	\$71,286	\$72,890	\$74,530	\$76,207	\$77,922
		5	\$72,712	\$74,348	\$76,021	\$77,732	\$79,481
		6	\$74,163	\$75,832	\$77,538	\$79,283	\$81,067
		7	\$75,648	\$77,350	\$79,090	\$80,870	\$82,689
		8	\$77,160	\$78,896	\$80,672	\$82,487	\$84,343
Coordinators	HEP 6	1	\$77,922	\$79,675	\$81,468	\$83,301	\$85,175
		2	\$79,481	\$81,269	\$83,098	\$84,968	\$86,879
		3	\$81,068	\$82,892	\$84,757	\$86,664	\$88,614
		4	\$82,690	\$84,551	\$86,453	\$88,398	\$90,387
		5	\$84,344	\$86,242	\$88,182	\$90,166	\$92,195
Senior Coordinators	HEP 7	1	\$85,978	\$87,913	\$89,891	\$91,913	\$93,981
		2	\$87,701	\$89,674	\$91,692	\$93,755	\$95,864
		3	\$89,455	\$91,468	\$93,526	\$95,631	\$97,782
		4	\$91,243	\$93,296	\$95,395	\$97,542	\$99,736
		5	\$93,067	\$95,161	\$97,302	\$99,491	\$101,730

SCHEDULE C – HIGHER EDUCATION PROFESSIONAL (HEP) CLASSIFICATION DESCRIPTORS

PROFESSIONAL STAFF LEVEL 1

Training Level or Qualifications

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

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 institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and Supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational Equivalent

Cleaner, Labourer, Trainee for Level 2 duties.

Level of Supervision

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

Task Level

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational Knowledge

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

Judgement, Independence and Problem Solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical Activities

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

PROFESSIONAL STAFF LEVEL 2

Training Level or Qualifications

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

Occupational Equivalent

Clerk, Security Patrol officer.

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

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

Typical Activities

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

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

PROFESSIONAL STAFF LEVEL 3

Training Level or Qualifications

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

- (a) completion of a trades certificate; or
- (b) completion of year 12, with relevant work experience; or
- (c) equivalent relevant experience or combination of relevant experience and education/training.

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

Occupational Equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

Typical Activities

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

In technical Assistant positions:

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

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

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

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

PROFESSIONAL STAFF LEVEL 4

Training Level or Qualification

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

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

Occupational Equivalent

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

Level of Supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake standalone work.

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

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

Typical Activities

In trades positions:

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

In technical positions:

- (a) develop new equipment to criteria developed and specified by others
- (b) 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
- (c) demonstrate the use of equipment and prepare reports of technical nature as directed.

In library technician positions:

- (a) undertake copy cataloguing
- (b) use a range of bibliographic databases
- (c) undertake acquisitions

- (d) respond to reference inquiries.

In clerical/secretarial positions:

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

PROFESSIONAL STAFF LEVEL 5

Training Level or Qualifications

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

- (a) completion of a degree without subsequent relevant work experience; or
- (b) completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- (c) completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- (d) an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

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

Level of Supervision

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

Task Level

Apply body of broad technical knowledge and experience at a more advanced level than 4, including the development of areas of specialist expertise.

In professional positions, apply theoretical knowledge, at degree level, in a straightforward way.

In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational Knowledge

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

Judgement, Independence and Problem Solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level.

In technical positions, apply standard technical training and experience to solve problems.

In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical Activities

In technical positions:

- (a) develop new equipment to general specifications
- (b) 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 demonstration
- (c) under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- (d) prepare reports of a technical nature.

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

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

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

In professional positions and under professional supervision:

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

PROFESSIONAL STAFF LEVEL 6

Training Level or Qualifications

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

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

Occupational Equivalent

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

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

Typical Activities

In technical positions:

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

In administrative positions:

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

In professional positions:

- (a) work as part of a research team
- (b) provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- (c) provide counselling services
- (d) undertake a range of computer programming tasks
- (e) provide documentation and assistance to computer users

- (f) analyse less complex user and system requirements.

PROFESSIONAL STAFF LEVEL 7

Training Level or Qualifications

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

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

Occupational Equivalent

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

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

Typical Activities

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

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

PROFESSIONAL STAFF LEVEL 8

Training Level or Qualifications

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

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

Occupational Equivalent

Senior researcher; manager; senior school or faculty administrator.

Level of Supervision

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

Task Level

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

Organisational Knowledge

The 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.

Judgement, Independence and Problem Solving

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

Typical Activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; 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.

PROFESSIONAL STAFF LEVEL 9

Training Level or Qualifications

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

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

Occupational Equivalent

Senior researcher; manager; senior school or faculty administrator.

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

Typical Activities

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

PROFESSIONAL STAFF LEVEL 10

Training Level or Qualifications

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

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

Occupational Equivalent

Senior program, research or administrative manager.

Level of Supervision

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

Task Level

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

Organisational Knowledge

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

Judgement, Independence and Problem Solving

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

Typical Activities

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

SCHEDULE D – MINIMUM STANDARDS FOR ACADEMIC LEVELS

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

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

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

FOR ACADEMIC STAFF:

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

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

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

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in their discipline.

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

Level D

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

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

Level E

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

A Level E academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. The academic will make a commensurate contribution to the work of the institution.

RESEARCH ACADEMIC STAFF:

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to their activities at the institution.

Level B

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

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

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.