DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victoria University
(AG2013/12056)

VICTORIA UNIVERSITY ENTERPRISE AGREEMENT 2013

Educational services

COMMISSIONER BISSETT MELBOURNE, 14 JANUARY 2014

Application for approval of the Victoria University Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the Victoria University Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single-enterprise agreement.

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

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

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

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

[6] The Agreement is approved. In accordance with s.54(1) it will operate from 21 January 2014. The nominal expiry date of the Agreement is 31 December 2017.

Annexure
9 January 2014

Michelle Reynolds
Associate to Commissioner Bisset
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: chambers.bissett@fwc.gov.au

Dear Ms Reynolds,

RE: Application for approval of the Victoria University Enterprise Agreement 2013 (AG2013/12056)

I am responding to your email of 7 January 2014 in which you indicated that the Fair Work Commission is prepared to accept an undertaking from Victoria University with respect to clause 62.3.1(a) of the proposed Victoria University Enterprise Agreement 2013.

Victoria University provides the following undertaking:

With respect to sub-clause 62.3.1(a) of the Victoria University Enterprise Agreement 2013, the misconduct referred to in the sub-clause is a reference to the misconduct defined in sub-clause 92.1.12.

If you wish to discuss this further please contact Tim Faulkner, Workplace Relations Consultant, on (03) 9916 5656 or tim.faulkner@vu.edu.au.

Regards,

Professor Duncan Bentley
Acting Vice-Chancellor

CC: Mr Lawrence D’Lima, Acting Vice-President, People and Culture, Victoria University
Dr Paul Adams, Victoria University NTEU Branch President
Mr Russel Baader, Industrial Organiser, NTEU

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Victoria University
Enterprise Agreement 2013

VICTORIA UNIVERSITY
MELBOURNE AUSTRALIA
Application and Operation of Agreement

1 Title

1.1 This Agreement shall be known as the Victoria University Enterprise Agreement 2013.

2 Arrangement

2.1 This Agreement is arranged as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION AND OPERATION OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>1 Title</td>
<td>2</td>
</tr>
<tr>
<td>2 Arrangement</td>
<td>2</td>
</tr>
<tr>
<td>3 Definitions</td>
<td>4</td>
</tr>
<tr>
<td>4 Operation, Availability and Renegotiation of Agreement</td>
<td>5</td>
</tr>
<tr>
<td>5 Coverage and Parties</td>
<td>5</td>
</tr>
<tr>
<td>6 Workplace Flexibility</td>
<td>6</td>
</tr>
<tr>
<td>7 Operation of University Policy, Guidelines and Manuals</td>
<td>7</td>
</tr>
<tr>
<td>8 Intellectual Freedom</td>
<td>7</td>
</tr>
<tr>
<td>9 Review and Appeals Committee</td>
<td>7</td>
</tr>
<tr>
<td>10 Workplace Conduct</td>
<td>9</td>
</tr>
<tr>
<td>GENERAL CONDITIONS AND TYPES OF EMPLOYMENT</td>
<td>9</td>
</tr>
<tr>
<td>11 Senior Staff Contracts</td>
<td>9</td>
</tr>
<tr>
<td>12 Types of Employment</td>
<td>10</td>
</tr>
<tr>
<td>13 Requirement to State Terms of Engagement</td>
<td>10</td>
</tr>
<tr>
<td>14 Incidents of Fixed-Term Contract of Employment</td>
<td>13</td>
</tr>
<tr>
<td>15 Incidents of Continuing (Contingent Funded) Employment</td>
<td>15</td>
</tr>
<tr>
<td>16 Casual Employment</td>
<td>17</td>
</tr>
<tr>
<td>17 Flexible Working Arrangements</td>
<td>20</td>
</tr>
<tr>
<td>18 Recognition of Prior Service</td>
<td>22</td>
</tr>
<tr>
<td>19 Management Training</td>
<td>24</td>
</tr>
<tr>
<td>20 Performance Management</td>
<td>24</td>
</tr>
<tr>
<td>21 Academic Staff Supervision</td>
<td>24</td>
</tr>
<tr>
<td>22 Special Studies Program</td>
<td>24</td>
</tr>
<tr>
<td>23 Career Development (Professional Staff)</td>
<td>25</td>
</tr>
<tr>
<td>24 Study Leave (Professional Staff)</td>
<td>25</td>
</tr>
<tr>
<td>25 Indigenous Employment Strategy</td>
<td>25</td>
</tr>
<tr>
<td>CLASSIFICATION STRUCTURES</td>
<td>26</td>
</tr>
<tr>
<td>26 Professional Staff Classification Structure</td>
<td>26</td>
</tr>
<tr>
<td>27 Linking of Classification Levels - Professional Staff</td>
<td>26</td>
</tr>
<tr>
<td>28 Academic Staff Classification Structure</td>
<td>26</td>
</tr>
<tr>
<td>29 Academic Teaching Scholar Classification Structure</td>
<td>26</td>
</tr>
<tr>
<td>30 Research Staff Classification Structure</td>
<td>26</td>
</tr>
<tr>
<td>31 Incremental Progression</td>
<td>26</td>
</tr>
<tr>
<td>SALARIES AND EMPLOYEE BENEFITS</td>
<td>27</td>
</tr>
<tr>
<td>32 Salary Increases</td>
<td>27</td>
</tr>
<tr>
<td>33 Payment of Salaries</td>
<td>27</td>
</tr>
<tr>
<td>34 Deductions from Salary</td>
<td>27</td>
</tr>
<tr>
<td>35 Voluntary Salary Packaging</td>
<td>28</td>
</tr>
<tr>
<td>36 Allowances - Professional Staff</td>
<td>28</td>
</tr>
<tr>
<td>37 Annual Leave Loading</td>
<td>30</td>
</tr>
<tr>
<td>38 Superannuation</td>
<td>30</td>
</tr>
<tr>
<td>PROFESSIONAL STAFF WORK CYCLES AND WORKLOADS</td>
<td>30</td>
</tr>
<tr>
<td>39 Hours of Duty</td>
<td>30</td>
</tr>
<tr>
<td>40 Attendance</td>
<td>31</td>
</tr>
</tbody>
</table>
41 Workloads ............................................................................................................... 31
42 Meal Breaks ........................................................................................................... 33
43 Shift Work .............................................................................................................. 33
44 Overtime - Professional Staff .............................................................................. 35

ACADEMIC WORK ALLOCATION FRAMEWORKS AND ACADEMIC TEACHING SCHOLARS ........................................ 37
45 Academic Work Allocation Frameworks ................................................................. 37
46 Academic Teaching Scholars ................................................................................. 41

HOLIDAYS AND LEAVE .......................................................................................... 44
47 Holidays ................................................................................................................ 44
48 Annual Leave ........................................................................................................ 44
49 Annual Leave Management .................................................................................. 45
50 Personal Leave ..................................................................................................... 45
51 Parental Leave ...................................................................................................... 48
52 Long Service Leave .............................................................................................. 52
53 Long Service Leave Management ...................................................................... 54
54 Cultural Leave ...................................................................................................... 54
55 Aboriginal and Torres Strait Islander Staff Leave .............................................. 55
56 Other Leave .......................................................................................................... 55
57 Leave to Count as Service .................................................................................... 56
58 Leave and Make-Up Pay for Incapacitated Staff Members ................................ 56

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE .............................................. 57
59 Dispute Settling Procedures ................................................................................ 57
60 Grievance Procedures .......................................................................................... 58

TERMINATION OF EMPLOYMENT AND DISCIPLINARY PROCEDURES ......................................................... 58
61 Termination of Employment and Disciplinary Procedures – Overview ............... 58
62 Disciplinary Procedures ....................................................................................... 59
63 Termination of Employment on the Grounds of Ill-Health - Academic Staff ........ 66
64 Voluntary Early Retirement ................................................................................ 67

INTRODUCTION OF CHANGE, WORKPLACE CONSULTATION, RELOCATION AND REDUNDANCY 68
65 Job Security ........................................................................................................... 68
66 Organisational Change ......................................................................................... 68
67 Relocation of Staff ............................................................................................... 70
68 Redundancy - General ......................................................................................... 70
69 Redundancy - Professional Staff ........................................................................ 71
70 Redeployment of Professional Staff ................................................................... 73
71 Redundancy - Academic Staff Members ............................................................. 73

MISCELLANEOUS PROVISIONS .............................................................................. 76
72 Role of Workplace Representatives .................................................................... 76
73 Leave for Attending Proceedings under the Fair Work Act 2009 ......................... 76
74 Training in Industrial Relations and Dispute Resolution .................................. 76

SCHEDULE 1 - Salaries ............................................................................................. 77
SCHEDULE 2 - Calculation of Academic Sessional Rates ........................................... 78
SCHEDULE 3 - Day Child Care Workers ................................................................ 85
SCHEDULE 4 - Fitness Centre Workers .................................................................... 87
SCHEDULE 5 - Foundation Studies ......................................................................... 88
SCHEDULE 6 - Classification and Reclassification of Professional Staff Positions ...... 90
SCHEDULE 7 - Grievance Procedures ..................................................................... 92
SCHEDULE 8 - Professional Staff HEW Classification Descriptors ....................... 93
SCHEDULE 9 - Minimum Standards for Academic Levels .................................... 103
SCHEDULE 10 - Components of Academic Work .................................................. 105

SIGNATORIES ........................................................................................................ 106
3 Definitions

"Act" shall mean the Fair Work Act 2009 or its successor.

"Academic Sessional" shall mean an academic staff member who is employed on a casual basis and paid in accordance with Schedule 2 of this Agreement.

"Agreement" shall mean the Victoria University Enterprise Agreement 2013.

"Annualised hours" staff member is a staff member engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the University, or as subsequently varied by agreement with the annualised hours staff member.

"Casual" shall mean an employee engaged and paid as such and will include both Casual Professional Staff and Academic Sessional Staff.

"FWC" shall mean the Fair Work Commission.

"Domestic Partner" includes spouse and means an adult person with whom the staff member is living in a relationship as a couple where one or both provides personal or financial commitment and support of a domestic nature for the material benefit of the other, irrespective of their genders, but does not include a person who provides domestic support and personal care for the person:

- for fee or reward; or
- on behalf of another person or an organisation (including a government or government agency, a body corporate or a charitable or benevolent organisation).

"Employer" means Victoria University.

"Family member" for the purpose of this Agreement means a person with whom the staff member has a typical kinship or affective relationship, including:

- a Domestic Partner of the staff member, or a former Domestic Partner of the staff member;
- a child, adult child, parent, grandparent, grandchild, or sibling of the staff member or of the staff member’s domestic partner, or former domestic partner, (including relationships based on guardianship, wardship, adoption and fostering);
- a member of the extended family and/or community of Indigenous Australians; and
- a person who stands in a bona fide domestic or household relationship with the staff member including situations in which there is an implied dependency on or support role for the staff member.

"HEW" means Higher Education Worker.

"Parental Leave" is the generic name for Maternity, Partner and Adoption Leave.

"Parties" means the University and the National Tertiary Education Industry Union (NTEU).

"People and Culture" means the University’s human resources department. The terms “People and Culture”, "Human Resources" and "HR" can be used interchangeably.

"Primary Caregiver" means, in relation to a child, a person who has the primary responsibility as the caregiver of a child, either as the biological or adoptive parent of a child, or as the male or female domestic partner of the biological or adoptive parent of a child.
"Representative" means a person chosen by a staff member, where they elect to be represented in relation to a specific matter under this Agreement. The chosen representative may be, for example, a colleague, a union representative or a support person. The chosen representative cannot be a person who is currently a practising solicitor or barrister.

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

"Spouse" of a staff member means a person to whom the staff member is married and includes Domestic Partner.

"Staff Member" and "Employee" means persons referred to in clause 5.2.3.

"Vice-Chancellor" means the Vice-Chancellor and President (including acting Vice-Chancellor) or his or her nominee, unless otherwise specified in this Agreement.

"Vice-President (VP) People and Culture" means the head of the HR function (including acting VP People and Culture) or his/her equivalent.

"Union" means the National Tertiary Education Industry Union (NTEU), or any other Union nominated to represent an employee.

"University" means Victoria University (VU).

4 Operation, Availability and Renegotiation of Agreement

4.1 This Agreement shall come into operation seven (7) days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 31 December 2017.

4.2 A matter formally commenced under the Victoria University (Academic & General Staff) Enterprise Agreement 2011 but not concluded at the time at which this Agreement commences operation shall continue to be dealt with under this Agreement, but in accordance with the relevant provisions that applied under the previous Agreement. Any dispute which arose under the Victoria University (Academic & General Staff) Enterprise Agreement 2011 shall continue to be resolved under this Agreement and in accordance with and by reference to the terms of the Victoria University (Academic & General Staff) Enterprise Agreement 2011.

4.3 A copy of this Agreement will be posted on the University’s Intranet and Internet sites and will be made available for inspection on request by any staff member of the University.

4.4 The parties agree to commence negotiations for a replacement to this Agreement three months prior to this Agreement’s nominal expiry date.

5 Coverage and Parties

5.1 The parties to this Agreement are Victoria University and the National Tertiary Education Union (NTEU).

5.2 This Agreement covers and applies to:

5.2.1 Victoria University,

5.2.2 The National Tertiary Education Union (NTEU), and

5.2.3 All academic and professional staff of the University other than:
a) The Vice-Chancellor, Deputy Vice-Chancellors, Pro Vice-Chancellors and Vice Presidents; and

b) Any employee of Victoria University employed in a position of equivalent or higher level to those positions described above in sub-clause 5.2.3a); and

c) TAFE Teaching staff and staff engaged on a TAFE Executive Contract of Employment.

5.3 All the terms and conditions of this Agreement will apply to staff members engaged in Children’s Services, except as provided in Schedule 3. If Schedule 3 terms conflict with provisions in the body of the Agreement, Schedule 3 terms will prevail for Children’s Services staff.

5.4 All the terms and conditions of this Agreement will apply to casual staff members and sessional instructors engaged by the University to work in the Aquatic and Fitness Centre, except as provided in Schedule 4. If Schedule 4 terms conflict with provisions in the body of the Agreement, Schedule 4 terms will prevail for casual staff members and sessional instructors engaged to work in the Aquatic and Fitness Centre.

5.5 All the terms and conditions of this Agreement will apply to staff members engaged in Foundation Studies, except as provided in Schedule 5. If Schedule 5 terms conflict with provisions in the body of the Agreement, Schedule 5 terms will prevail for Foundation Studies staff.

6 Workplace Flexibility

6.1 The University and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

6.1.1 the agreement deals with 1 or more of the following matters:

a) arrangements about when work is performed (clause 39);

b) overtime rates (clause 44);

c) penalty rates (clause 42.3);

d) allowances (clause 36);

e) leave loading (clause 37); and

6.1.2 the arrangement meets the genuine needs of the University and the employee in relation to one or more of the matters mentioned in paragraph 6.1.1; and

6.1.3 the arrangement is genuinely agreed to by the University and the employee.

6.2 The University must ensure that the terms of the individual flexibility arrangement:

6.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

6.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

6.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 The University must ensure that the individual flexibility arrangement:

6.3.1 is in writing; and

6.3.2 includes the name of the employer and employee; and
6.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

6.3.4 includes details of:

a) the terms of the enterprise agreement that will be varied by the arrangement; and

b) how the arrangement will vary the effect of the terms; and

c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

6.3.5 states the day on which the arrangement commences.

6.4 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The University or the employee may terminate the individual flexibility arrangement:

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

6.5.2 if the University and the employee agree in writing — at any time.

7 Operation of University Policy, Guidelines and Manuals

7.1 Notwithstanding any reference in this Agreement to a University policy including guidelines or human resources manuals, such policies, guidelines or manuals do not form part of this Agreement.

7.2 The following University policies/procedures in effect as at the date of approval of this Agreement shall apply, but do not form part of this Agreement:

- Probation;
- Staff Performance and Development Plan;
- Linking of Classification Levels (Professional Staff);
- Relocation of Staff;
- Redeployment of Professional Staff.

The parties agree that amendments to the policies/procedures listed in this clause may occur at any time after negotiation and agreement between the parties. The parties agree to act in good faith and to not unreasonably withhold their agreement to proposed amendments to these policies/procedures.

8 Intellectual Freedom

8.1 The University values and encourages intellectual freedom and respects the intellectual property and moral rights of its staff.

9 Review and Appeals Committee

9.1 Role of the Review and Appeals Committee

9.1.1 A Review and Appeals Committee (RAC) shall perform such roles as are referred to it pursuant to:

a) Clause 62 Disciplinary Procedures
b) Clause 69 Redundancy – Professional Staff

c) Clause 71 Redundancy – Academic Staff

d) Schedule 6 Classification and reclassification of Professional Staff Positions

e) Schedule 7 Grievance Procedures

9.1.2 Members of a RAC will act impartially and only consider the case brought before the Committee in the light of the grounds for review.

9.2 Composition

9.2.1 A RAC shall consist of three members:

a) A person from within the University chosen by the Vice-Chancellor;

b) A staff member nominated by the NTEU Branch President for Victoria University; and

c) An independent Chairperson agreed between the Vice-Chancellor and the NTEU Branch President for Victoria University.

9.2.2 Members of the RAC shall have the appropriate skills and knowledge to act impartially and have an understanding of the type of matter under review.

9.2.3 For the purposes of professional staff classification reviews only, the nominees to the RAC may be persons external to the University.

9.2.4 Chairpersons appointed to the RAC shall have relevant experience, be independent and command the confidence of management and staff.

9.3 Timeframe

9.3.1 The Vice-Chancellor or his/her nominee shall convene a RAC no later than ten working days from the date of receipt of a written review application by a staff member to the VP People and Culture.

9.3.2 The RAC will report to the Vice-Chancellor and staff member as soon as reasonably possible, but within 20 working days of first meeting.

9.3.3 The Vice-Chancellor or his/her nominee may, on application from the RAC, allow the Committee additional time in which to report.

9.3.4 The staff member shall be informed in writing of the time and date of the meetings of the RAC. There shall be a minimum of five working days’ notice.

9.4 Procedures

9.4.1 The RAC shall determine its own procedures which must be consistent with the following:

a) conduct the proceedings expeditiously with due regard for natural justice;

b) not be bound by the rules of evidence, but may inform itself on any matter in such a manner as it thinks appropriate (e.g. a manner cognisant of the welfare of participants);

c) consider all the material relevant to the matter (including all material considered in any initial investigation) and any other material it thinks fit;
d) permit the staff member and/or his or her representative, if the staff member so chooses, to:

(i) be present at all hearings where evidence is taken or submissions made;

(ii) make representations to the Committee and answer any matters either in writing or in person; and

(iii) question any witnesses and present and challenge evidence.

e) conduct all proceedings in camera; and

f) at the request of the staff member, keep a tape recording of the proceedings, but not its deliberations, which will be made available on request to either the University and/or the staff member or his/her representative.

9.4.2 Members of the Committee are required to keep all matters pertaining to the evidence and the deliberations of the Committee confidential. No persons except the members of the Committee and any person providing secretarial assistance to the Committee shall be present during its deliberations after submissions have been completed.

9.4.3 A RAC shall make a recommendation in accordance with the grounds for review (i.e. the referring clause) to the Vice-Chancellor who shall determine the matter.

10 Workplace Conduct

10.1 The University is committed to creating a safe, tolerant, inclusive and harmonious work environment.

10.2 In line with this commitment, behaviours such as bullying and/or discrimination on the basis of race, colour, ethnicity, sex, gender identity, sexual orientation, age, disability or impairment, physical features, marital status, parental and carer status, family responsibilities, pregnancy, breast feeding, religious or political beliefs or activity, union membership, national extraction or social origin are unacceptable.

10.3 The University will continue to develop awareness by requiring all staff to participate in training that supports this commitment.

GENERAL CONDITIONS AND TYPES OF EMPLOYMENT

11 Senior Staff Contracts

11.1 The University and staff may enter into Senior Staff Contracts (SSCs) with a threshold annual salary and loadings and/or bonuses (including the cash value of any University-provided motor vehicle, loadings and/or bonus) of at least $187,641 (for employees employed at or above Level E academic staff) or $129,214 (for employees employed at or above HEW 10 professional staff).

These threshold salary levels will be indexed in line with the salary increases made over the nominal life of this Agreement (as set out in the following table):

<table>
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<tr>
<th></th>
<th>Academic staff</th>
<th>Professional staff</th>
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<tr>
<td>As of the date of approval of this Agreement</td>
<td>$187,641</td>
<td>$129,214</td>
</tr>
<tr>
<td>From 31 December 2013</td>
<td>$192,332</td>
<td>$132,444</td>
</tr>
<tr>
<td>From 1 October 2014</td>
<td>$197,141</td>
<td>$135,755</td>
</tr>
<tr>
<td>From 31 December 2015</td>
<td>$204,040</td>
<td>$140,507</td>
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<tr>
<td>From 31 December 2016</td>
<td>$211,182</td>
<td>$145,425</td>
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<tr>
<td>From 31 December 2017</td>
<td>$220,685</td>
<td>$151,969</td>
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11.2 Where the University intends to offer a person a SSC it will provide the person with access to a copy of this Agreement and advise that he/she may elect to have a Representative negotiate the contract.

11.3 All provisions of this Agreement will apply to a SSC staff member except that the SSC:

a) may set out key performance criteria or targets, which must be met within defined timeframes or circumstances.

b) may override or vary provisions relating to clauses: 12 Types of Employment, 13 Requirement to State Terms of Engagement (including any probationary period), 14 Incidents of Fixed-Term Contract of Employment, 32 Salary Increases (including Schedule 1 – Salaries), 68 Organisational Change, 61 Disciplinary Procedures and Termination of Employment – Overview, 62 Disciplinary Procedures, 67 Relocation of Staff, 68 Redundancy – General, 69 Redundancy - Professional Staff, 70 Redeployment of Professional Staff and 71 Redundancy Academic Staff Members.

11.4 The termination of a person on a Senior Staff Contract will be in accordance with Division 11 of Part 2-2 of the Fair Work Act except that the required period of notice shall be stated in the contract and will be a minimum of three months, except in cases of termination for serious misconduct as defined in Clause 62 Disciplinary Procedures.

12 Types of Employment

12.1 The University shall engage staff in accordance with this Agreement and on terms that correspond with one or other of the following types of employment:

12.1.1 Continuing employment;

12.1.2 Continuing (Contingent Funded) employment;

12.1.3 Fixed-term employment;

12.1.4 Casual employment;

12.2 Notwithstanding the provisions contained in 12.1, nothing in this Agreement prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee’s normal duties. Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

13 Requirement to State Terms of Engagement

13.1 Upon engagement the University shall 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, the circumstances for the use of a fixed-term appointment, and in the case of a casual the duties and number of hours required, the rate of pay for each class of duty, and a statement that any additional duties will be paid for. Continuing and fixed term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
13.2 Continuing employment means all full-time and part-time employment but excludes employment on either a fixed-term, contingent funded, or casual basis. Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

13.3 Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked. Where a staff member is entitled to paid leave in accordance with this Agreement and the staff member is employed on a part-time basis, the staff member will not by reason of being a part-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid pro rata for any such leave.

13.4 Continuing (Contingent Funded) employment
A fixed-term 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, shall be employed on a Continuing (Contingent Funded) contract of employment. “Contingent Funding” is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students. Such employees shall be offered employment on the basis of a Continuing (Contingent Funded) Contract in accordance with Clause 15 and no further probation shall apply.

13.5 Fixed-term employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, or 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. During the term of employment, the contract is not terminable, by the University, other than during a probationary period, for cause based upon serious or willful misconduct or in cases where the employee is unable to return to their duties due to ill health in accordance with Clause 63 Termination of Employment on the Grounds of Ill-Health - Academic Staff.

Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

Any second or subsequent fixed-term contract, with the University, must not contain a probationary period.

The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

13.5.1 Specific task or project means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. 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.

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

13.5.3 Disestablished Area means work activity in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to three years.
13.5.4 Replacement employee means an employee:

a) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

b) performing the duties of:

(i) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

(ii) a position in which the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position;

until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

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

13.5.6 Pre-retirement contract
Where a full-time or a part-time employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

13.5.7 Fixed-term contract employment subsidiary to studentship
Where a person is enrolled as a student at Victoria University, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this sub-clause, that is work directly related to a degree course that the student is undertaking within the University, provided that:

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

b) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

13.5.8 Apprenticeship or Traineeship (Professional Staff)
An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority, or a person employed under a special Commonwealth or State Government employment or training scheme.

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>55% of the base trade rate</td>
</tr>
<tr>
<td>2nd year</td>
<td>65% of the base trade rate</td>
</tr>
<tr>
<td>3rd year</td>
<td>80% of the base trade rate</td>
</tr>
<tr>
<td>4th year</td>
<td>95% of the base trade rate</td>
</tr>
</tbody>
</table>

b) Trainees will be paid pursuant to their training agreement or training scheme that is registered with the relevant State, Territory or Commonwealth training authority.
13.6 The University Probation Policy in effect as of the date of approval of this Agreement, including any changes arising from the operation of sub-clause 7.2 of this Agreement, shall apply to Probationary employment.

14 Incidents of Fixed-Term Contract of Employment

Without derogating from any entitlement under the employee's contract or other provisions of this Agreement applicable to the employee on account of the employee's continuous service, a fixed-term contract employee (other than those engaged in accordance with sub-clause 13.5.8) is entitled to benefits specified in this clause.

14.1 Incremental advancement

A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged on a continuing employment basis in the same or similar classification.

14.2 Notice of cessation or revocation of employment upon expiry of the contract

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

14.2.1 any entitlement under the Fixed-Term Contract of Employment to notice of the University's intention to renew, or not to renew, employment with the employee upon the expiry of that contract: or

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>at least 1 week, or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>at least 2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>at least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>at least 4 weeks</td>
</tr>
</tbody>
</table>

14.2.2 In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week’s notice.

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

14.3.1 advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and

14.3.2 gives notice to the employee at the earliest practicable date thereafter.

14.4 Severance pay

14.4.1 A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment shall be entitled to the following Severance Payment in the following circumstances:

a) where the employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in sub-clauses 13.5.1 and 13.5.2 and the same or substantially similar duties are no longer required by the University; or
b) where the employee is employed on a fixed term contract to do work required for the circumstances described in sub-clause 13.5.1 and 13.5.2 and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years</td>
<td>6 weeks</td>
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<tr>
<td>3 years</td>
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<td>4 years</td>
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<td>7 years</td>
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<td>10 years</td>
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<td>12 weeks</td>
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14.4.2 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 further employment consistent with this clause may be offered within six weeks of the expiry of the contract.

14.5 Transitional Provisions for Current Fixed-Term Staff

14.5.1 This sub-clause will only apply to those employees currently employed on a fixed-term or other limited term non-casual contract entered into on or after 22 November 2005 but prior to the commencement of the Victoria University (Academic & General Staff) Enterprise Agreement 2009, and whose fixed term appointment is of a type other than that provided for under sub-clause 13.5.1 to 13.5.8 above.

14.5.2 If the contract of an employee engaged under the circumstances defined under sub-clause 14.5.1 is to expire according to its terms, and the same position or substantially the same position is to continue beyond the expiry date of that contract, then that employee must be offered further employment in that position, subject to:

a) The employee having previously been selected to that position in competitive selection;

b) Satisfactory performance; and

c) The employee having not less than 12 months total service with the University.

14.5.3 If the contract of an employee engaged under the circumstances defined under sub-clause 14.5.1 is to expire according to its terms and the employee is not offered suitable alternative employment within the University, such employee will be entitled to the following severance payments:

a) A staff member engaged on a fixed-term basis for a period of three consecutive years or more to carry out work of an ongoing nature and who seeks to have their employment renewed shall be entitled, at the conclusion of a contract, to receive 18 weeks retrenchment pay;

b) A staff member who would otherwise be entitled to a retrenchment payment pursuant to sub-clause 14.5.3a) but does not qualify for that payment due to service being less than three consecutive years shall receive:
(i) four weeks retrenchment pay where the staff member was engaged on a fixed-term basis for a minimum of 12 consecutive months but less than two consecutive years; or

(ii) six weeks retrenchment pay where the staff member was engaged on a fixed-term basis for a minimum of two consecutive years but less than three consecutive years.

14.6 Agreement entitlements and calculation of continuous service

14.6.1 A fixed-term employee will be entitled to the same Agreement terms and conditions in respect to Agreement matters as would apply to an employee engaged on a continuing employment basis in an equivalent classification, and who is engaged to work an equivalent proportion of normal weekly ordinary hours for the classification.

14.6.2 For the purpose of this Agreement, breaks between fixed-term appointments of up to two times per year and of up to six weeks, will be treated as an authorised unpaid absence and will not constitute breaks in continuous service. Notwithstanding this, a fixed-term employee’s continuous service for the purpose of calculating their entitlement to long service leave will be determined in accordance with sub-clauses 52.4.1 and 52.4.2.

14.6.3 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

15 Incidents of Continuing (Contingent Funded) Employment

15.1 It is not the intention of this clause that the conditions of employment of a staff member employed on a Continuing (Contingent Funded) basis be worse than had they been employed on a fixed-term position subject to contingent funding. That is, a staff member employed on, or converted to, Continuing (Contingent Funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a Continuing (Contingent Funded) employment unless:

15.1.1 the contingent funding that supports the position ceases or is insufficient; or

15.1.2 the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or

15.1.3 termination is under the probation or disciplinary provisions of this Agreement

15.2 The following provisions do not apply to staff employed on a Continuing (Contingent Funded) basis where funding for continuation of a Continuing (Contingent Funded) position ceases:

15.2.1 the consultation provisions of Clause 66 - Organisational Change - in respect to the contingent position that staff member occupies;

15.2.2 Clause 68 (Redundancy - General);

15.2.3 Clause 69 (Redundancy – Professional Staff);

15.2.4 Clause 70 (Redeployment of Professional Staff);

15.2.5 Clause 71 (Redundancy – Academic Staff Members)
15.3 Where the funding that supports a staff member's Continuing (Contingent Funded) employment ceases:

15.3.1 the University may transfer the staff member to another equivalent position; or

15.3.2 if, during the notice period in sub-clause 15.4.1a), the contingent funding for the position is renewed, the notice period ceases to apply and employment continues; or

15.3.3 if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter 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 nine weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University; or

15.3.4 at the end of the notice period (and any such approved leave in accordance with sub-clause 15.3.3), the employment relationship will cease and the severance payment in sub-clause 15.4.1b) will be made to the staff member.

15.4 Notice Periods and Severance Payments for Continuing (Contingent Funded) appointments

15.4.1 If a staff member's employment is terminated under those circumstances listed in sub-clauses 15.1.1 and 15.1.2 above, and a transfer opportunity as specified in clause 15.3.1 does not exist, the staff member will be provided with the following notice and severance payments:

a) four weeks notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice; and

b) Severance payments in accordance with the following schedule:

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<th>Period of continuous service</th>
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c) For the purposes of this clause, 'weeks pay' means the ordinary time rate of pay for the staff member concerned.

15.4.2 Notwithstanding sub-clause 13.4, a fixed-term staff member may be appointed, at the discretion of the College Dean (or their nominated Director of Research and Research Training) or a Director of Research Centre, to Continuing (Contingent Funded) employment using internal funds, where:

a) the use of internal funding is for a limited period; and
b) the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and

c) the alternative would be the separation of the staff member from their position with the University.

16 Casual Employment

16.1 Casual employees shall be employed by the hour and paid on an hourly basis that includes a loading related to Agreement based benefits for which a casual employee is not eligible, including paid leave entitlements (other than an entitlement to Long Service Leave as prescribed under this Agreement), penalties and loadings not provided to casual staff. The casual loading will be 25%.

16.2 Calculation of Academic Sessional Rates

16.2.1 The minimum academic sessional rates paid to academic sessional staff will be at the rates provided for in Schedule 1.

16.2.2 Academic sessional rates will be calculated as provided in Schedule 2.

16.3 Access to professional development for Academic Sessionals

16.3.1 Over the life of this Agreement, the University shall provide casual academic employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities.

16.4 Minimum period of engagement for casual staff - Professional Staff

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

16.4.1 Employees who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement period of one hour. A student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the University;

16.4.2 Employees with a primary occupation elsewhere (or with the University) have a minimum period of engagement of one hour; and

16.4.3 All other casuals must have a minimum period of engagement of three hours.

16.5 Conversion from casual to non-casual employment - Professional Staff

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

16.5.2 Upon appointment, the University shall advise a casual staff member that, after serving qualifying periods, casual staff members may have a right to apply for conversion and a copy of the conversion provisions of this Agreement will be made available to such staff members. The University shall also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.

16.5.3 To be eligible to apply for conversion, a casual professional staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
a) over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or

b) over the immediately preceding period of at least 24 months.

16.5.4 For the purposes of this clause occasional and short-term work performed by the staff member in another classification, job or department shall not affect the staff member’s eligibility for conversion or be included in determining whether the staff member meets or does not meet the eligibility requirements.

16.5.5 The University may refuse an application 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 her/his status as a student is irrelevant to her/his 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.

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

16.5.7 Conversion may be to either a continuing appointment, or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable, shall be consistent with the staff member's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under Clause 13 of this Agreement.

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

16.5.9 Staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
a) long service leave. In such a case casual service with the University completed before 01 January 2010 that is continuous (as defined in clause 52.4.1b)) will count for the purposes of any qualifying period for long service leave, but will not give rise to any paid leave entitlement in respect of that casual service. Casual service completed after 01 January 2010 will count towards entitlement to long service leave; and

b) any applicable unpaid parental leave.

16.5.10 A staff member whose application for conversion is rejected will not be entitled to apply again within twelve months except where the rejection is based solely on the grounds that 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); and that ground ceased to apply.

16.6 Seasonal and Part-Year Employment - Professional Staff

16.6.1 This clause applies to Professional Staff members converted from casual employment to seasonal and/or part-year employment in accordance with clause 16.5.8 of this Agreement.

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

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

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

16.6.5 Seasonal and part-year staff members will be entitled to the benefit of all holidays observed by Victoria University pursuant to Clause 47 Holidays that fall on days on which the staff member would normally work during the part or parts of the year or season or seasons that the staff member is engaged to work.

16.7 Annualised hours staff members – Professional Staff

16.7.1 This clause applies to professional staff members converted from casual employment to annualised hours employment in accordance with sub-clause 16.5.8 of this Agreement.

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

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

16.7.4 Annualised hours staff members will be entitled to receive the leave entitlements of a full-time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year. The timing of taking annual leave and long service leave will be determined by the University in consultation with the staff member.
16.7.5 Annualised hours staff members will be entitled to the benefit of all holidays observed by Victoria University pursuant to Clause 47 Holidays that fall on days on which the staff member would normally work or during the period or periods that the staff member is engaged to work.

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

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

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

16.7.9 In the event that the employment of an annualised hours staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (however described) paid to the staff member, will be performed and:

a) if the staff member has received a payment (however described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member; and

b) if a staff member has performed work for which she/he has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

17 Flexible Working Arrangements

17.1 The University is strongly committed to being an equal opportunity employer and will therefore, subject only to operational requirements, grant staff members' requests for changes in time-fraction, variation of work arrangements or movement to the annualised employment cycle.

17.2 Moving from full-time to part-time appointments

17.2.1 The University will consider applications from staff on a full-time continuing basis to move to part-time continuing fractions on a case-by-case basis. Where the relevant manager decides that a request to move to part-time cannot be accommodated on grounds of operational requirements, a written explanation must be provided to the staff member.

17.2.2 Normally, where a staff member elects to move to part-time, superannuation contributions for the staff member and the University will reduce on a pro-rata basis. Subject to the provisions of the relevant Superannuation scheme, the University will maintain superannuation contributions for a staff member based on a full-time salary rate where there is an agreement between the University and the staff member as to a retirement date; or where the staff member is involved in study or training relevant to or associated with their role at the University for periods up to one academic year; or where moving to part-time obviates the need for redundancy in the department or organisational unit of the staff member. In this case, the staff member must also maintain her/his contributions based on the full-time rate.
17.2.3 Arrangements regarding how a staff member would work the hours are to be agreed between the supervisor and the staff member.

17.2.4 If a staff member is seeking to permanently reduce their workload pre-retirement the retirement date cannot be more than five years from the conversion to part-time, and will be effected by a pre-retirement contract.

17.2.5 Where a staff member moves to part-time work pursuant to sub-clause 17.2.1, the supervisor must ensure that any re-allocation of workloads is the subject of consultation with affected staff members and does not create an unreasonable workload for any other staff member.

17.2.6 Although the primary objective of this process is to facilitate a reduction in fraction, the University will consider, with regard to operational requirements, on a case-by-case basis, a part-time staff member's request for fixed-term or permanent increases in fraction.

17.2.7 Reduced employment fractions can be granted: on a permanent basis, in which case any further variation to the employment fraction must be the subject of new negotiations and agreement; or, on a fixed term basis, in which case, unless a further fixed-term or permanent variation to the employment fraction is agreed, the staff member resumes their former employment fraction at the expiry of the fixed-term except where there is an agreement between the University and the staff member as to a retirement date.

17.3 Requests to vary work arrangements (Parents and Carers)

17.3.1 The University must not, in relation to the work arrangements of a staff member, unreasonably refuse to accommodate the responsibilities that the staff member has as a parent or carer.

17.3.2 In determining whether the University unreasonably refuses to accommodate the responsibilities that a staff member has as a parent or carer, all relevant facts and circumstances must be considered, including the:

a) employee's circumstances, including the nature of his or her responsibilities as a parent or carer; and

b) nature of the employee's role; and

c) nature of the arrangements required to accommodate those responsibilities; and

d) financial circumstances of the University; and

e) size and nature of the relevant Functional Unit and/or School and/or Faculty of the University; and

f) effect on the relevant Functional Unit and/or School and/or Faculty of the University of accommodating those responsibilities, including the:

(i) financial impact of doing so;

(ii) number of persons who would benefit from or be disadvantaged by doing so;

(iii) impact on efficiency and productivity and, if applicable, on customer service of doing so; and
g) consequences for the University of making such accommodation; and

h) consequences for the employee of not making such accommodation.

17.4 Flexible Employment Cycle

17.4.1 With the University's agreement, a full-time staff member may elect to work under a 46/52, 47/52, 48/52, 49/52, 50/52, or 51/52 week employment cycle for a twelve month period. The staff member's salary level will be reduced in proportion to the employment cycle elected, and annualised. If agreed to, such arrangements will commence at a mutually agreed time.

17.4.2 Under this arrangement a staff member will become a fractional staff member with all benefits accruing on that basis and, superannuation contributions for the staff member and the University will reduce on a pro-rata basis. Staff members will retain benefits accrued on a full-time or fractional time basis to date and would then accrue benefits at the new fractional rate. The taking and accrual of annual leave must otherwise be in accordance with this Agreement.

17.4.3 Where the relevant manager decides that a request to move to an annualised employment cycle cannot be accommodated a written explanation of the circumstances must be provided to the staff member.

17.4.4 It will be necessary for the staff member and supervisor to agree on the time of taking leave as early as possible, i.e. either at the end of the preceding year or early in the new year. The University acknowledges and accepts that many staff members availing themselves of this option will require leave coinciding with school holidays.

17.4.5 Any arrangement must be reviewed at the end of each twelve month period. At the end of each twelve month period, the staff member will have the choice to revert back to his/her normal annual leave accrual. The staff member is required to use any unused unpaid leave entitlements before reverting to normal annual leave accrual.

17.4.6 A staff member who terminates his or her services must be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payment must be made at this rate.

17.4.7 Where a staff member elects to take up this option the supervisor must ensure that any re-allocation of workloads is the subject of consultation with other affected staff members and does not create an unreasonable workload for any other staff member.

17.4.8 A staff member who elects to take up this option may choose to maintain, subject to the requirements of the relevant superannuation scheme, the staff member's and the University's superannuation contributions on a full-time employment basis. The University shall only be obliged to cover the cost of employer contributions at the reduced fractional rate.

18 Recognition of Prior Service

18.1 For staff members (other than Casual staff members) commencing employment on or after the date of approval of this Agreement, for the purposes of sick and long service leave credits the University will recognise prior non-casual service with publicly funded Australian Universities and TAFE Institutes, and with privately funded Universities that have reciprocal arrangements with Victoria University and whose Chief Executive Officer is a member of Universities Australia. Service (other than casual service) with other employers may be recognised at the discretion of the Vice-Chancellor or nominee.

18.2 A staff member is not entitled to have prior service recognised if there has been a break in service of more than twelve (12) months.
18.3 For recognition of prior non-casual service with a previous employer, the University requires the staff member to submit, within 6 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.

18.4 The University shall provide details of the process for the recognition of prior service to the employee in the letter of appointment.

18.5 The University shall, as soon as possible after the receipt of the application referred to in sub-clause 18.3 notify the employee in writing as to the amount (if any) of prior service recognised for the purposes of sick and long service leave.

18.6 Where such prior non casual service of a staff member is recognised for long service leave credit, 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.

18.7 Notwithstanding sub-clause 18.2 and subject to the application process outlined in sub-clause 18.3, service credits for long service leave are transferable from prior non-casual service with VU or from the following institutions provided the break in service does not exceed five years:

18.7.1 University of Ballarat

18.7.2 Swinburne University of Technology

18.7.3 RMIT University

18.7.4 Victorian College of the Arts

18.7.5 Australian Catholic University with respect to Victorian campuses;

18.7.6 La Trobe University with respect to Bendigo campus;

18.7.7 Monash University with respect to Gippsland, Caulfield and Parkville campuses;

18.7.8 Deakin University with respect to Burwood, Toorak, Rusden, and Warnambool campuses;

18.7.9 University of Melbourne with respect to:

a) Former staff members of Victorian College of Agriculture and Horticulture employed in the Institute of Land and Food Resources.

b) Former staff members of Hawthorn Institute of Education

c) Burnley, Dookie, Longerenong, Glenormiston, Gilbert Chandler, and McMillan campuses.
STAFF DEVELOPMENT AND PERFORMANCE

19 Management Training

19.1 Increasing the skills and understanding of managers of people issues will promote a positive work environment and lead to a less disputatious workplace environment. Staff in roles that require people management or supervision will undertake mandatory training and development on identified areas such as EEO and conflict management. All staff who are appointed to a senior position where they have not had previous people management responsibilities will be required to undertake training within a defined time period.

20 Performance Management

20.1 The University will undertake a review of the current Staff Performance and Development Plan (SPDP) policy during 2014 with the purpose of replacing the SPDP policy with a contemporary policy designed to:

a) Enable supervisors and staff to conduct discussions regarding role expectations, developmental opportunities and staff career aspirations; and

b) Improve staff engagement, performance and satisfaction.

20.2 Any changes arising from the review will be consistent with sub-clause 7.2 and will replace all references to the SPDP or SPDP policy in this Agreement.

20.3 The parties agree that matters of unsatisfactory performance will be managed through the Disciplinary Procedures outlined in clause 62 of this Agreement.

21 Academic Staff Supervision

21.1 Each academic staff member shall have a nominated supervisor, and shall be advised in writing of the position of the nominated supervisor. Academic staff may request the nomination of an alternative supervisor.

21.2 Supervisors shall provide academic and administrative leadership and are responsible for monitoring the performance of academics and for providing assistance to academics whose performance is assessed as requiring improvement. Wherever possible supervisors shall be competent in the areas of expertise of the academics for whom they are responsible.

21.3 The supervisor shall be the head of the organisational unit in which the academic is employed, provided that the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics.

22 Special Studies Program

22.1 Academic and professional staff at HEW level 9 and above are eligible to apply for Special Studies Programmes (SSP) in accordance with University policy.

22.2 An observer nominated by the President of the NTEU VU Branch will be invited to attend any meetings of an SSP committee. The University shall recognise prior continuous paid full-time service with other Australian higher education institutions as qualifying service when considering applications for SSP provided that if a staff member has taken a period of time on SSP, that period shall be taken into account in the consideration. There shall be no more than two months break between the cessation of employment with the releasing institution and commencement with the University.
23 Career Development (Professional Staff)

23.1 The University is committed to improving and extending career development opportunities for its Professional Staff members by ensuring that a professional development policy for Professional Staff is developed and implemented.

23.2 All Professional Staff shall have access to appropriate and relevant career development opportunities which will include both training and internal promotion opportunities.

23.3 Professional staff will be entitled to time release from duties to attend relevant professional development activities as developed through the University’s SPDP policy.

23.4 The University shall provide opportunities for secondment or exchange for professional staff. Where such opportunities become available for a temporary vacancy of more than four weeks duration, details of the position and how to apply for it will be publicised on the University’s intranet. Unless urgent, the position will not be filled until at least five days after the vacancy is publicised.

23.5 The University realises the value of providing career and promotion opportunities to staff. Accordingly, the University will consider the filling of vacant professional staff positions in the first instance by internal advertisement for all positions up to and including HEW 7.

24 Study Leave (Professional Staff)

24.1 A professional staff member shall be entitled to paid leave of up to five hours per week (pro rata for part-time staff members) for attendance at lectures and other requirements (e.g. assessment, assignments, exam preparation, travel time and practicals) of an approved course of study as agreed between the staff member and their manager. Additional paid leave will be available to professional staff for attendance at examinations, however described, for an approved course of study.

25 Indigenous Employment Strategy

25.1 Victoria University acknowledges and recognises Aboriginal and Torres Strait Islander peoples as the first peoples of Australia. As part of Victoria University’s ongoing commitment to equality and diversity, Victoria University has developed ‘Yannoneit’ an Indigenous Employment and Career Development Strategy.

25.2 The University, staff and NTEU are committed to implementing Yannoneit consistent with the operational needs of the University. To facilitate this, the University will meet with the NTEU biannually (April and October) to consult on the University’s progression to achieving the Yannoneit objectives.

25.3 Yannoneit encourages the recruitment and career development of Indigenous Australians by providing opportunities to gain professional qualifications, work skills and experience across the full spectrum of positions at the University. The objectives of Yannoneit are to:

25.3.1 Increase the number of Indigenous employees in the University workforce

25.3.2 Accelerate the employment and development of Indigenous Australians across the full spectrum of positions of the University

25.3.3 Establish Victoria University as a supportive, culturally sensitive and significant employer of Indigenous Australians.

25.3.4 The University will use its best endeavours to increase Indigenous employees to 2% (i.e. 31 FTE staff members as at the date of approval of this Agreement) of the total staff population by 31 December 2018.
CLASSIFICATION STRUCTURES

26 Professional Staff Classification Structure

26.1 All Professional Staff positions at Victoria University will be classified in accordance with the Higher Education Worker (HEW) classification descriptors at Schedule 8.

26.2 Classification of Professional Staff positions will proceed using the process prescribed at Schedule 6.

27 Linking of Classification Levels - Professional Staff

27.1 Professional Staff classification levels 1 and 2, 2 and 3, and 3 and 4, are linked levels.

27.2 All incumbents of positions at the lower of the linked levels will be eligible to be considered for advancement to the higher classification level.

27.3 Advancement to a higher level in the linked structure will be dependent upon the following criteria:

27.3.1 the duties and responsibilities of the higher level are required to be undertaken by the Department;

27.3.2 the staff member meets the training or qualifications requirements in the position classification standards for the higher level;

27.3.3 satisfactory performance at the lower level.

27.4 The University Linking of Classification Levels Policy in effect as of the date of approval of this Agreement, including any changes arising from the operation of sub-clause 7.2 of this Agreement, shall apply to University Linking of Classification Levels.

28 Academic Staff Classification Structure

The Minimum Standards for Academic Levels (MSALs) at Schedule 9 of this Agreement shall be used as an indicator of the type and level of work expected of academic staff.

29 Academic Teaching Scholar Classification Structure

Academic Teaching Scholars will be classified in accordance with clause 46 of this Agreement.

30 Research Staff Classification Structure

The classification structure adopted by the University for Research positions is set out in the following table. The MSALs at Schedule 9 of this Agreement shall be indicative of the type and level of work expected of research staff.

<table>
<thead>
<tr>
<th>Equivalent Academic Level</th>
<th>Salary Level</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Within the A Range</td>
<td>Research Officer</td>
</tr>
<tr>
<td>B</td>
<td>Within the B Range</td>
<td>Research Fellow</td>
</tr>
<tr>
<td>C</td>
<td>Within the C Range</td>
<td>Senior Research Fellow</td>
</tr>
<tr>
<td>D</td>
<td>Within the D Range</td>
<td>Principal Research Fellow</td>
</tr>
<tr>
<td>E</td>
<td>Within the E Range</td>
<td>Professorial Research Fellow</td>
</tr>
</tbody>
</table>

31 Incremental Progression

31.1 Staff shall be entitled to proceed through the incremental scale of their classification level 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.
31.2 Where it is proposed that an increment may be withheld the matter shall be subject to the provisions of clause 62 – Disciplinary Procedures.

31.3 Those staff whose performance has been judged exceptional may have access to accelerated incremental progression on the recommendation of their Head of Department and/or Dean/Director.

**SALARIES AND EMPLOYEE BENEFITS**

32 **Salary Increases**

Staff members to whom this Agreement applies will receive the following salary increases on the first full pay period after the dates set out below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Salary Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 December 2013</td>
<td>2.5%</td>
</tr>
<tr>
<td>31 December 2014</td>
<td>2.5%</td>
</tr>
<tr>
<td>31 December 2015</td>
<td>3.5%</td>
</tr>
<tr>
<td>31 December 2016</td>
<td>3.5%</td>
</tr>
<tr>
<td>31 December 2017</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

33 **Payment of Salaries**

33.1 Staff members employed in a classification or position specified in Schedules 1, 3, 4 or 5 of this Agreement will be paid a salary within the salary range assigned to that classification or position.

33.2 Staff members will be paid their salary on the basis of a fortnightly pay period.

33.3 A casual 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.

33.4 Salary will be paid directly into any bank, building society or credit union account nominated by the staff member or, if the University so determines, by cheque.

33.5 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 if applicable, arrears and a full list of deductions authorised by the staff member specifying the amount of each deduction.

33.6 Where the normal day for payment of salaries falls on a day prescribed as a holiday by sub-clause 47.1 – Holidays - salaries shall be paid not later than the day immediately preceding that holiday that is not prescribed as a holiday.

34 **Deductions from Salary**

34.1 The University will make deductions from a staff member’s salary for:

   a) superannuation contributions in accordance with the provisions of the relevant trust deed, and

   b) union dues upon request from, and at no charge to, a staff member. Union dues shall be forwarded to the Union at no charge by the University.
34.2 The University will advise and consult with a staff member when an overpayment has been identified. Prior to deducting an overpayment from a staff member’s salary or termination payments, the University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The timeline for repayment shall be a reasonable length, having regard to the extent of the overpayment. Where an overpayment remains outstanding at the date of termination or resignation of a staff member, the University may deduct the overpayment from any salary or other monies that would be otherwise payable to the staff member.

35 Voluntary Salary Packaging

35.1 The University and a staff member may agree to a remuneration package which involves the staff member reducing part of the salary specified in Schedules 1, 3, 4 or 5 of this Agreement, in return for non-cash benefits offered by the University.

35.2 Benefits available for salary packaging include, but are not limited to, superannuation where allowable under law. This includes members of superannuation funds as specified in clause 38.

35.3 Notwithstanding anything contained in this clause, a staff member’s substantive salary as specified in Schedule 1, 3, 4 or 5 of this Agreement, will be used as the basis for calculation of staff remuneration entitlements including the following entitlements:

35.3.1 employer superannuation contributions;

35.3.2 termination payments or retrenchment benefits however described including annual leave and long service leave entitlements;

35.3.3 overtime and shift penalties;

35.3.4 annual leave loading entitlements.

36 Allowances - Professional Staff

36.1 Overtime Meal Allowance

36.1.1 An overtime meal allowance of $15.89 (indexed in accordance with sub-clause 36.1.2) is payable when a staff member is required to perform overtime:

a) after a break for a meal which occurs after the completion of her/his ordinary hours of duty for the day and is not entitled to payment for that break;

b) after the completion of her/his ordinary hours of duty for the day which involves her/his attendance without a meal break and where the overtime extends to 7.00 pm or beyond;

c) on a day on which she/he would not normally perform duty and where the overtime period includes a meal break.

36.1.2 The overtime meal allowance will be indexed in line with the salary increases made over the nominal life of this Agreement.
36.2 Travelling Allowance

Where a staff member is required to travel on University business reimbursement of all reasonable expenses incurred, including fares, meals, accommodation, and incidental expenses, will be made by the University on production of receipts within 3 months of the expense being incurred.

36.3 Vehicle Allowance

36.3.1 Time spent by a professional staff member in travelling between campuses on University business will count as time worked by the staff member.

36.3.2 The University shall whenever possible provide a 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 elects to use her/his own vehicle for University business she/he will be reimbursed at the current Australian Taxation Office rates for business kilometres travelled.

36.4 Higher Duties Allowance – Professional Staff

36.4.1 A Professional Staff member who is employed in accordance with the Higher Education Worker (HEW) classification structure prescribed under Clause 26 – Professional Staff Classification Structure and is required to act in a position of higher classification than that which such employee is substantively engaged, shall be paid a higher duties allowance. The minimum period of acting in a higher level position which will give rise to an entitlement to the higher duties allowance shall be five consecutive working days.

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

36.4.3 The higher duties allowance shall be the difference between the professional staff member’s substantive salary and the minimum salary point of the higher level position. However, where a professional staff member has served a continuous period of twelve months at the higher level or a total period of twelve months over a twenty-four month period, such employee shall be eligible to receive an increment at the higher level position.

36.4.4 Where a professional 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.

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

36.4.6 Subject to sub-clause 36.4.3 any periods of acting at the higher level shall be taken into account in determining future increments should a professional staff member be promoted to the higher level.

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

36.4.8 An allowance payable to a staff member under this clause will be regarded as salary for the purposes of calculating shift and overtime allowances.

36.4.9 A staff member's right not to agree to perform higher duties is acknowledged.
37 Annual Leave Loading

37.1 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) shall be payable for each completed year of a staff member's service.

37.2 Payment shall be made pro rata for periods of service less than 12 months.

38 Superannuation

38.1 The University agrees to maintain, for all existing and new staff members, the superannuation arrangements in respect of membership of, access to, and contribution rates for the superannuation schemes at sub-clause 38.2 that are in effect within the University as of the date of approval of this Agreement.

38.2 Superannuation funds are: UniSuper, VicSuper, State Government Superannuation both New and Revised Schemes, and Health Super.

38.3 Notwithstanding sub-clauses 38.1 and 38.2, new staff employed under 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, or Health Super Defined Benefit Plan.

38.4 The University will pay superannuation contributions at a rate that is no less than the Superannuation Guarantee Charge rate on behalf of all categories of staff which are paid at the Superannuation Guarantee Charge rate as at the date of approval of this Agreement.

38.5 The Superannuation Guarantee Charge rate will be paid in accordance with the provisions of the Superannuation Guarantee Legislation (or any successor legislation).

PROFESSIONAL STAFF WORK CYCLES AND WORKLOADS

39 Hours of Duty

39.1 The ordinary hours of duty shall not exceed an average of 36.75 per week.

39.2 The ordinary hours of duty for staff members other than shift staff members shall be worked:

39.2.1 on any or all of the days of the week, Monday to Friday; and

39.2.2 continuously, except for meal breaks, between 8.00 am and 6.00 pm.

39.3 The ordinary hours of duty for shift staff members:

39.3.1 shall be worked continuously each shift except for meal breaks;

39.3.2 shall not exceed ten hours inclusive of meal breaks in any single shift;

39.3.3 shall be worked in accordance with Clause 43.

39.4 In circumstances where the University wishes to change a staff member’s regular roster or ordinary hours of work, the University must:
39.4.1 provide information to the staff member about the change; and
39.4.2 invite the staff member to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
39.4.3 consider any views given by the staff member about the impact of the change; and
39.4.4 allow for the representation of the staff member for the purposes of that consultation.

40 Attendance

40.1 Principles

40.1.1 The University acknowledges that it is beneficial for both professional staff members and the University to provide some flexibility in staff attendance.

40.1.2 In providing such flexibility the following principles shall apply:
   a) flexible staffing arrangements should not result in any denial of service to clients of the University;
   b) there should be no additional costs incurred as a direct result of flexible staffing arrangements;
   c) there should be equity of treatment for all eligible staff members within a function or role within an organisational unit.

40.2 Rostered Days Off

40.2.1 An eligible staff member may apply for or retain in accordance with the principles detailed in sub-clause 40.1 above, one of the following options:
   a) a standard five day week;
   b) a nine day fortnight; or
   c) 19 days work in a 28 day cycle.

40.2.2 An eligible staff member is a professional staff member at a level up to and including Higher Education Worker level 7, provided that any professional staff member who, as at the date of certification of this Agreement, had access to flexible attendance arrangements, shall continue to be regarded as an eligible staff member.

40.2.3 Requests made pursuant to sub-clause 40.2.1 will be considered in accordance with the principles described above. Where a professional staff member’s request is refused, the supervisor will provide a written explanation.

41 Workloads

41.1 The University acknowledges that workload for all professional staff members needs to be reasonable and within the scope of agreed position descriptions. The University and professional staff members recognise the importance of a balance between working life and family/social responsibilities and workload demands should fit within this principle. The University will use its best endeavours to ensure the workload of all professional staff members is reasonable and will allocate a workload that is manageable within the span of hours and ordinary hours of work provided for by Clause 39.
41.2 Whether work is divided into teams or allocated to individuals, each supervisor is responsible for ensuring workload is fair, equitable and manageable. Balancing workload elements is a matter of judgement between the supervisor and the staff member or group of staff. The total workload for each staff member should be clearly understood.

41.3 Primary indicators of unreasonable workload may include ongoing need to work excessive hours and inability to clear accrued leave.

41.4 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.

41.5 The University may require a professional staff member to work reasonable overtime at overtime rates. A professional staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

41.5.1 Any risk to the staff member’s health and safety
41.5.2 The staff member’s personal circumstances including any family responsibilities
41.5.3 The needs of the workplace or enterprise
41.5.4 The notice (if any) given by the University of the overtime and by the staff member of their intention to refuse it; and
41.5.5 Any other relevant matter.

41.6 Other factors that may be considered when assessing whether workload is unreasonable include the nature of the work, work patterns, environment in which the work is performed, volume of work, employee turnover and level of employee performance.

41.7 Workload Review Process

Notwithstanding any other provisions contained in this Agreement, where a professional staff member believes that the workload and/or workload allocation relating to his/her role is unreasonable, he/she will seek to resolve such concerns by undertaking the following process.

41.7.1 In the first instance, the staff member will discuss any concerns regarding unreasonable workload with his/her Supervisor and/or Head of Department for the purpose of resolving such concerns.

41.7.2 Where such concerns remain unresolved, the staff member may make a written application to the VP People and Culture for a review of the staff member’s workload allocation. Such request will include details of the basis upon which the employee believes his/her workload allocation is unreasonable (having taken into account those factors specified in sub-clauses 41.1 to 41.6 above), and actions taken by the employee and his/her Supervisor to mitigate any adverse effects (e.g. changes in work practices).

41.7.3 The VP People and Culture will facilitate discussions between the staff member and his/her Supervisor for the purpose of identifying issues, further exploring the areas of concern and, in consultation with the staff members and his/her Supervisor, develop practical measures to resolve identified issues. As part of such discussions, those issues outlined in sub-clauses 41.1 to 41.6 above must be considered. The staff member shall have the right to the assistance of his/her nominated representative during this meeting and/or at any stage subsequent to this meeting.
41.7.4 Where the discussions referred to in sub-clause 41.7.3, result in agreement being reached between the staff member and his/her Supervisor regarding measures that will resolve identified workload issues, such measures (if any) will be implemented as expeditiously as possible, having regard to the specific nature of the changes required.

41.7.5 Where, following the discussions referred to in sub-clause 41.7.3, the staff member’s concerns remain unresolved, the employee and his/her Supervisor may agree to have the matter referred to an independent Assessor for a further review. Such review will be undertaken either internally and/or externally, as mutually agreed and on the following basis:

a) Internal Review – i.e. undertaken by a suitably qualified staff member of Victoria University or People and Culture; or

b) External Review – i.e. undertaken by an independent and suitably qualified External Assessor mutually agreed to by both the University and the staff member; or

c) A combination of the alternatives provided above.

41.7.6 Where a matter is referred to Review in accordance with sub-clause 41.7.5 above, the independent Assessor will be required to complete the review as soon as reasonably practicable (having regard to the particular circumstances of the case), and advise both the University and the staff member of their recommendation(s) in writing. Any assessment undertaken must address each of those issues outlined in sub-clauses 41.1 to 41.6 above which have been raised by the staff member as an area of concern.

41.7.7 Where it is decided by the University that such recommendations are to be subsequently adopted implementation of such changes will commence as soon as reasonably practicable having regard to specific nature of the changes required.

41.8 Where the above process has been completed and the matter remains unresolved, either the University or the staff member may refer the matter to the Fair Work Commission for resolution. The Fair Work Commission may exercise any method of dispute resolution permitted by the Act and any recommendation, decision or order of the Fair Work Commission will be binding on all parties covered by this Agreement.

42 Meal Breaks

42.1 A professional staff member shall not be required to work more than five consecutive hours without a break for a meal.

42.2 A meal break shall be of at least 30 minutes but not more than one hour.

42.3 Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

43 Shift Work

43.1 The shift work provisions shall not apply to a staff member whose salary exceeds that provided for the minimum rate payable to a HEW 8 staff member.

43.2 For the purpose of this clause:
"Shift" means a continuous period of work during which a shift worker is rostered for duty;

"Day Shift" means any shift starting at or after 6 am and finishing at or before 6 pm;

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight;

"Night Shift" means any shift finishing after midnight and at or before 8 am;

"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;

"Overtime Shift" means any shift worked by a shift worker in excess of five shifts per week;

"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;

"Rostered Shift" shall have the same meaning as "shift";

"Week" means a period of 7 consecutive days, calculated from the commencement of the relevant roster cycle.

43.3 The ordinary hours of duty for shift staff members:

43.3.1 shall be worked continuously each shift except for meal breaks;

43.3.2 shall not exceed 10 hours inclusive of meal breaks in any single shift; and

43.3.3 shall be worked in accordance with this clause

43.4 Shift Penalties Applicable - Monday to Friday

Except as provided in sub-clause 43.5, 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%.

43.5 Shift Penalties Applicable - Saturday, Sunday and Holidays

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

a) On a Saturday - 50%

b) On a Sunday - 100%

c) On a holiday - 150%

43.6 Rostered Day Off Falls on a Holiday

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

43.7 Change of Shift Allowance

43.7.1 A staff member who without 72 hours notice is:

a) transferred from day work to shift work;
b) transferred from one shift roster to another shift roster;

c) transferred to an unrostered shift; or

d) transferred to another shift within the roster;

shall be paid an additional allowance of 50% of the ordinary rate of pay of the staff member for any day, afternoon or night shift to which the staff member is so transferred and which occurs before the expiry of 72 hours notice of the transfer provided that the allowance shall be payable only to a staff member in receipt of an allowance under sub-clause 43.4. In such cases the allowance provided under this sub-clause shall be paid in lieu of the allowance under sub-clause 43.4.

43.8 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.

43.9 Additional leave for seven-day shift workers

43.9.1 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:

a) 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 - an additional five days; or

b) 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.

43.9.2 The additional annual leave prescribed by this sub-clause will be exclusive of non-working days and holidays.

44 Overtime - Professional Staff

44.1 Overtime means time authorised to be worked by a staff member in excess of or outside of the ordinary hours of duty of the staff member.

44.2 All authorised time worked in excess of or outside the ordinary hours of duty prescribed by clause 39 shall be overtime and be paid for in accordance with this clause.

44.3 Each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside the fixed hours.

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

44.5 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.

44.6 Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
44.7 A staff member in receipt of a salary not exceeding that prescribed for a HEW 7 classification, may by mutual agreement between the staff member and the supervisor reached prior to overtime being worked, take time off in lieu of overtime payment (TOIL) such time being calculated in accordance with the overtime rates applicable.

44.8 A staff member in receipt of a salary prescribed for HEW 8 will not be eligible for paid overtime but may take time off instead of overtime payment (TOIL), at a mutually agreed time, calculated in accordance with the relevant overtime rate referred to in sub-clause 44.14.

44.9 A staff member in receipt of a salary prescribed for HEW 9 or above will not be eligible to receive payment for overtime or time off instead of overtime (TOIL). By agreement with the University, the employee will be provided with time off instead of overtime payment at the rate of one hour for each hour of overtime worked when the employee is specifically required to work additional hours and it would be unreasonable for time off instead of overtime payment not to be provided.

44.10 Where TOIL is accumulated in lieu of payment for overtime, such TOIL will be taken at a mutually agreed time normally within 12 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 44.7 and 44.8 shall be paid out at the penalty rates provided in sub-clause 44.14.

44.11 Where a staff member's employment terminates and the staff member has accumulated TOIL under sub-clauses 44.7 and 44.8, the TOIL shall be paid out at the penalty rates provided in sub-clause 44.14.

44.12 The salary of a staff member for the purposes of computation of overtime shall not include shift work allowances or the casual loading but shall include higher duties allowances and any other allowances in the nature of salary.

44.13 Payment for overtime calculated for any period in accordance with the provisions of this clause shall not be subject to any limitations in amount.

44.14 Overtime - Applicable Rates

44.14.1 Other than shift staff members:

a) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter.

b) for overtime worked on Sunday - ordinary rate plus 100%

c) overtime worked on a holiday - ordinary rate plus 150%

44.14.2 Casual staff members

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 shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.

44.14.3 Shift staff members:

a) except on a holiday - ordinary rate plus 100%

b) on a holiday - ordinary rate plus 150%
Provided that the shift staff member shall receive the greater of the overtime rate that would apply to overtime worked or the shift loading, but not both.

44.15 Recall to Duty

44.15.1 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.

44.15.2 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.

44.15.3 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.

44.15.4 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.

44.15.5 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.

44.16 Transport of Employees after Unrostered Shifts or Overtime - Professional Staff

When a professional staff member after having worked overtime or a shift for which the staff member has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the University will provide the staff member with either a conveyance to the staff member’s home, or where the staff member provided his/ her own transportation, reimbursement at the rate per kilometre as set out in clause 36.3.

ACADEMIC WORK ALLOCATION FRAMEWORKS AND ACADEMIC TEACHING SCHOLARS

45 Academic Work Allocation Frameworks

45.1 Principles and Standards

Colleges will develop Academic Workload Frameworks (AWFs) and allocate academic work in accordance with the following principles and standards:

a) Academic work encompasses teaching (including supervision), research and scholarship, and leadership and service to the University.

b) AWFs will be developed through a collegial consultation process in each College.
c) AWFs will be managed at the College level, allowing for flexibility and variation between disciplines.

d) College Deans will be accountable for implementing a robust collegial consultation process to develop an AWF within their College that actively engages staff and responds to their feedback and proposals.

e) The development of each AWF will be guided by:

   (i) The University and College strategic plans;

   (ii) College meta data including: the College budget, staff profile, program delivery, delivery modes, actual and projected taught equivalent full time student load (EFTSL) and research outcomes, research work allocation and research dollars earned and spent and required non-teaching-related administrative tasks.

f) The allocation of academic work will enable academic staff to focus on their core activities of teaching, scholarship, research and service to the University.

g) Academic work will be allocated in a transparent, equitable, flexible and accountable manner.

h) The maximum annual allocated hours for a full time academic staff member shall be 1710.

i) The maximum teaching contact hours per calendar year for an academic staff member shall be 336 (i.e. equivalent to 14 contact hours per week over two 12-week semesters). For the purposes of this clause, teaching contact hours shall include supervision, with equivalence as determined by the College’s AWF.

j) Schedule 10 of this Agreement shows how, with particular allocations of research, allocated service and leadership, maximum teaching contact hours (including equivalent supervision) are determined for individual academics.

k) Unless precluded by their conditions of appointment, all academic staff members of the University will have a minimum teaching or equivalent supervision allocation of 3 hours per week per semester.

l) It is recognised that academic work is dynamic and variable and that an academic’s annual work allocation may be subject to change.

m) Colleges will endeavour to ensure that all staff have the necessary resources, advice and support to manage their work adequately.

n) Academic work will be allocated with regard to the University’s duty of care to the academic staff member’s health, safety and welfare.

45.2 Academic Workload Framework (AWF)

45.2.1 In accordance with clause 45.1, each College will develop its own AWF (i.e. teaching, research and scholarship, and leadership and service to the University allocation mechanisms), which may contain variations across different discipline groups. Each College AWF will be developed through a collegial consultation process in which alternative AWFs may be proposed.
45.2.2 To implement 45.1c), and to account for Colleges' and disciplines' differing modes/methods of teaching delivery, each College AWF will develop its own measures of total teaching-related work (e.g. total hours, EFTSL, student numbers). Hence, in order to implement principle 45.1)], each College AWF will develop measures to translate between total teaching-related work and teaching contact hours.

45.2.3 By no later than 1 July, the College Dean will distribute their College’s meta data as specified in sub-clause 45.1e).

45.2.4 To ensure the timely allocation of work under sub-clause 45.3.3, each College AWF must be completed and confirmed by the collegium by the last working day in August.

45.2.5 Prior to the formal implementation of a College’s AWF and by no later than the end of the second week in September, each College Dean will be required to outline to the Monitoring and Advisory Committee (MAC) their College’s AWF and details of the consultation process required under sub-clauses 45.1 and 45.2.

45.3 Allocation of Work

45.3.1 Academic work will be allocated in accordance with the College’s AWF.

45.3.2 Academic staff members and supervisors must ensure that allocated work is managed in a manner that enables annual leave entitlements to be taken in the year that they accrue.

45.3.3 In November of each year, an academic staff member and their College Dean (or an academic nominee of the Dean) will meet to discuss and determine the academic staff member’s initial work allocation for the following year. The discussion will be informed by the College’s and/or Discipline Group’s program delivery and taught EFTSL and research budget, and must take into account:

   a) the academic’s level of appointment, relevant experience, time fraction, leave plans and leave history, research performance and career pathway (including whether the academic is new to academia);

   b) the University’s strategic direction;

   c) the College’s and/or Discipline Group’s academic staffing and planned absences for the following year; and

   d) The number of units of study taught and required inter-campus activity.

45.3.4 Academic work allocations for all College staff will be published within each College on a quarterly basis and accessible to all College staff.

45.3.5 If there is a change in circumstances that has led, or is likely to lead, to a demonstrable increase or decrease in the work allocated to an academic staff member, that academic staff member’s work allocation should be reviewed as soon as possible by their supervisor. The supervisor will use their best endeavour to adjust work allocation within that calendar year.

45.3.6 An academic staff member may request clarification and/or adjustment to their annual work allocation. Such requests must be promptly raised and dealt with by the academic and their College Dean or nominee. Any discussions in regards to this sub-clause will be conducted in a collegial manner and may involve the assistance of a peer or Union representative of the staff member.
45.4 Monitoring and Advisory Committee (MAC)

45.4.1 A MAC will be established to monitor compliance with Clause 45 across the University.

45.4.2 The MAC will consist of:

   a) two representatives nominated by the University; and
   b) two representatives nominated by the Union.

45.4.3 The University will provide the MAC’s representatives with adequate time release to undertake their responsibilities as described in clause 45.

45.4.4 The MAC will meet at least four times during the first year of the Agreement’s operation and twice each year thereafter.

45.4.5 By no later than the last working day in October, the MAC will confirm that each College’s AWF accords with sub-clauses 45.1 and 45.2 and can subsequently be implemented. In the event that the MAC fails to confirm a College AWF, it may consult further with the relevant Dean to resolve any problems, provided that a party to this Agreement may initiate the dispute resolution processes commencing at sub-clause 59.3. No AWF will be implemented until it has been confirmed by the MAC or resolved in accordance with clause 59.

45.4.6 A College Dean may seek the MAC’s assistance to design a consultation process that will lead to the development of their College’s AWF.

45.4.7 The MAC will monitor and measure the level of administrative work undertaken by academics and present its findings and recommendations to the Vice-Chancellor annually.

45.4.8 The MAC will monitor and develop work allocation principles and standards for Academic Teaching Scholars.

45.4.9 Where discussions under sub-clause 45.3.6 have not been resolved, the affected academic staff member and/or College Dean or delegated nominee may request the assistance of the MAC to resolve the matter. Such requests will be made in writing and in sufficient detail to allow the MAC to understand the issues to be considered and to suggest a remedy that is consistent with the provisions of sub-clauses 45.1, 45.2 and 45.3.

45.5 Implementation and Transition Period

45.5.1 This clause will be come into effect on the date the Agreement is approved.

45.5.2 The University recognises that 2014 will be a transition year to implement this clause (the transition year). During the transition year the academic workloads model in operation from 1 January 2012 will be applied subject to sub-clause 45.5.4.

45.5.3 Three initial tasks of the MAC will be:

   a) To perform the functions as described under 45.4.7 with the objective of assisting the University demonstrably and measurably to define and reduce the administrative service work of academic staff in advance of 2015. The MAC will use the list of administrative service duties found in the academic workloads model in operation from 1 January 2012 as a reference point to guide the areas of administrative work to be reduced or removed.
b) To assist Colleges to make the transition to the research allocation mechanism of their respective AWF in accordance with clauses 45.1, 45.2 and 45.3. In the transition period, the University's existing RAI policy, the new Measuring Individual Research Activity policy and the research allocations provided in the academic workloads model in operation from 1 January 2012 will be used as reference points.

c) To guide the implementation of sub-clause 45.5.5.

45.5.4 Nothing precludes a College from immediately developing their AWF (thereby replacing the existing model) or altering practices or tasks and/or duties that are undertaken by academic staff. A College that chooses to alter practices or tasks and/or duties will be required to consult with affected staff and have changes confirmed by the MAC prior to implementation.

45.5.5 As a transitional arrangement, carry forward points from 2013 (as recognised by the academic workloads model in operation from 1 January 2012, or an amount that has been recognised and agreed to by a College Dean) will be exhausted, unless precluded by operational requirements, by the last working day in December 2014.

45.5.6 Unless otherwise agreed between the University and the Union, all staff will designate five hours per week as official office hours for student and collegial consultation.

45.6 Exclusions

45.6.1 This clause does not apply to:

a) Academic Teaching Scholars other than sub-clause 45.4.8. Work allocation and workload conditions applying to Academic Teaching Scholars are contained in clause 46.

b) Staff working in Foundation Studies. Work allocation and workload conditions applying to these staff are contained in Schedule 5.

c) Research only staff and academic staff who work in the Centre for Collaborative Learning and Teaching, VU College or such other departments that are established after the approval of this Agreement. These staff will work to their position description and in accordance with the 'Principle' detailed in sub-clause 45.1k) (where suitably qualified). Supervisors will need to take into account any teaching or equivalent supervision when allocating work consistent with sub-clause 45.1h) to ensure there is no increase in the quantity of work expected of the academic staff member.

d) Academic staff performing service/leadership roles in the University. These staff will work to their position description and in accordance with the 'Principle' detailed in sub-clause 45.1k) (where suitably qualified). Supervisors will need to take into account any teaching or equivalent supervision when allocating work consistent with sub-clause 45.1h) to ensure there is no increase in the quantity of work expected of the academic staff member.

46 Academic Teaching Scholars

46.1 Definition

46.1.1 Academic Teaching Scholar (ATS) refers to a 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.
46.1.2 An indicative range of teaching and assessment that an ATS may undertake and/or develop learning materials for includes: tutorials, lectures, blended learning, problem based learning, clinical teaching, clinical supervision, industry based delivery and assessment, seminars, demonstrations, e-learning and recognition of prior learning.

46.1.3 An ATS will normally have qualifications at an AQF level 8 or above in Tertiary Education or in the discipline they are to deliver, or be studying (or willing to undertake study) toward such a qualification in agreement with their supervisor.

46.2 Appointment process

46.2.1 Appointment to an ATS position will be through a competitive process on the basis of merit. To be eligible to apply a person must have the required qualification (as per sub-clause 46.1.3) and at least one year’s employment in total in Australian universities. A person who holds a continuing higher education academic position will be excluded from applying for an ATS position.

46.2.2 ATS positions may be filled by one of the following types of employment:

   a) Continuing employment;

   b) Fixed-term employment (subject to sub-clause 46.6).

46.2.3 The minimum level of appointment for an ATS will be academic level A3. ATSs shall progress annually through incremental levels A3 to B2 in accordance with clause 31 – Incremental Progression. An ATS will not be able to progress beyond incremental level B2 in the academic classification structure.

46.2.4 An ATS with a relevant doctoral qualification will commence at incremental level A6 in the academic classification structure.

46.2.5 An ATS may initially be appointed at academic level B. Such appointment will be determined by the educational leadership required of the ATS and/or the ability of the ATS to meet the teaching/scholarship requirements of the relevant MSALs.

46.3 Work allocation

46.3.1 The maximum annual allocated hours for a full time ATS shall be 1710.

46.3.2 The maximum teaching contact hours for an ATS delivering programs into AQF levels 7 and above shall be 18 per week and 540 per calendar year.

46.3.3 The maximum teaching contact hours for an ATS delivering programs into AQF levels 6 and below shall be 720 per calendar year.

46.3.4 If an ATS delivers programs across the AQF levels specified in sub-clauses 46.3.2 and 46.3.3, their maximum teaching contact hours will be calculated relative to the proportion of time spent teaching between each.

46.3.5 An ATS is not normally expected to undertake unit coordination duties. If an ATS is required to undertake unit coordination, they will be paid a Higher Duties Allowance at the rate of Academic Level A6 or above for these duties.
46.4 Career review

46.4.1 A career evaluation process will be undertaken with an ATS and their supervisor no later than 6 months prior to the end of an ATS’s third year. The career evaluation process will include discussion on a possible career path for an ATS to a non-ATS academic position or to progress within the ATS career path.

46.5 Terms and conditions of employment

46.5.1 All other terms in this Agreement that are applicable to an ATS’s type of employment will be applied to ATS positions excluding:

a) Clause 21 – Academic Staff Supervision

b) Clause 45 – Academic Work Allocation Frameworks (except where explicitly mentioned).

46.5.2 An ATS who has been provided notice under sub-clause 68.1 will be entitled to the separation benefits as outlined in sub-clause 71.2, calculated from eight weeks after the date of such notice.

46.5.3 An ATS who has been provided notice under sub-clause 68.1 may submit an application to review the decision under sub-clauses 71.7 to 71.12.

46.5.4 The academic redundancy provisions contained in sub-clauses 71.1, 71.3, 71.4, 71.5, 71.6 and 71.13 will not apply to an ATS.

46.5.5 If the terms of this clause and other clauses within this Agreement are in conflict then the terms of this clause will prevail to the extent of any conflict.

46.6 Amount of ATS positions and fixed-term employment

46.6.1 The University will appoint a minimum of 40 FTE continuing ATS positions by the nominal expiry date of this Agreement. To achieve this requirement, the University will aim to appoint not less than 10 FTE continuing ATS positions in each year of this Agreement. These positions will be established with the objective of replacing sessional teaching work. These positions will predominantly perform teaching work that would otherwise have been undertaken by sessional academic teaching staff.

46.6.2 The University will only make fixed-term ATS appointments in circumstances where the need or demand of the position is uncertain. Such fixed-term appointments will not be limited to the circumstances and/or categories described in sub-clauses 13.5.1 to 13.5.8 inclusive.

46.6.3 An ATS appointed on a fixed-term basis shall be offered a contract that is not less than one year and no greater than three years in duration.

46.6.4 At least three months prior to the expiry of the term of the fixed-term contract, the University will advise the ATS:

a) Of its intention to convert the ATS to continuing full time or part time employment; or

b) That the position is no longer required to be performed by anyone. In such circumstances the University shall provide notice in accordance with sub-clauses 14.2.1 and 14.2.2.

46.6.5 No fixed-term ATS position created before the nominal expiry date of this Agreement shall extend beyond the nominal expiry date of this Agreement.
After the nominal expiry date of this Agreement, any new fixed-term ATS positions will only be created in circumstances where the University and the NTEU agree.

HOLIDAYS AND LEAVE

47 Holidays

47.1 Staff members covered by this Agreement shall be entitled to holidays without loss of pay on the following days:

47.1.1 New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day, Boxing Day, provided that:

a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;

b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December;

c) 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.

47.1.2 Labour Day, provided that the University shall open on Labour Day and staff members shall be entitled to two days leave in lieu of Labour Day to be taken during the Christmas - New Year period shutdown.

47.1.3 One additional day to be declared a Victoria University holiday to be taken during the Christmas - New Year period shutdown.

47.1.4 Any other day or days as may be granted in addition to or in lieu of any of the above days by proclamation or Act of Parliament.

47.2 The Vice-Chancellor may in addition declare other occasional days as a University holiday/s.

48 Annual Leave

48.1 A staff member shall accrue annual leave on full pay at the rate of twenty working days for each completed year of service from the date of appointment.

48.2 As a general principle, annual leave shall be taken in the year it is accumulated.

48.3 The time of taking leave will be by mutual agreement between the staff member and the authorised officer provided that the staff member will be entitled to take up to 35 working days leave as a single continuous period.

48.4 Where a holiday occurs during a period of annual leave no deduction will be made for that day from the staff member's annual leave credits.

48.5 If the period during which a staff member takes paid annual leave includes a period of personal leave (as described in clause 50) or community service leave (as described in sub-clause 56.7), the employee is taken not to be on paid annual leave for the period of that personal leave or community service leave, provided that appropriate certification is provided.

48.6 In exceptional circumstances, the University may authorise in writing a staff member to accrue annual leave in excess of thirty-five days.
48.7 Where a staff member resigns or retires or is dismissed or otherwise terminated from employment, the staff member will receive payment in lieu of annual leave accrued but not taken provided that, in the event of termination of employment due to the staff member's death, such payment will be made to the legal representative of the staff member. In all instances payment in lieu will be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

49 Annual Leave Management

49.1 The University will notify a staff member in writing when his or her accrued annual leave entitlement amounts to thirty days or more (pro rata for part time and fractional staff members). When a staff member has an accrued annual leave entitlement of thirty days, he or she must, within three months, make arrangements with the relevant Head of Organisational Unit, to take part or all of that leave, in order to ensure the entitlement does not exceed thirty-five days.

49.2 If a staff member does not make arrangements to take part or all of his or her leave pursuant to sub-clause 49.1, and the annual leave entitlement subsequently exceeds thirty-five days, the University may direct that staff member to proceed on annual leave.

49.3 If the University makes a direction pursuant to sub-clause 49.2 the staff member will be directed to reduce his or her annual leave entitlement to not more than thirty-five days within the time-frame indicated in the following schedule from the date of notification of the direction:

| where leave credit is forty days or less | 3 months; |
| where leave credit is forty-five days or less | 6 months; |
| where leave credit is fifty days or less | 9 months; |
| where leave credit exceeds fifty days | 12 months. |

49.4 Should a staff member to whom such a direction has been given pursuant to sub-clause 49.2 above, fail or refuse to take such annual leave, he or she will be placed on annual leave on dates to be determined by the University and advised to the staff member in writing. The staff member's annual leave entitlement will then be reduced accordingly and the staff member will be advised of the amended entitlement as soon as possible.

49.5 Notwithstanding anything in this clause, staff members who are employed on fixed term contracts must take their full annual leave entitlement during the term of the contract, unless otherwise agreed by the University.

50 Personal Leave

50.1 General

50.1.1 The University may require a staff member to produce certification for absences on personal leave in accordance with existing practice.

50.1.2 A certificate from a registered medical practitioner (i.e. a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist) or a statutory declaration shall be sufficient proof. In the absence of proof, the staff member will be deemed to be on unpaid leave or, at the staff member's request, the leave will be deducted from annual leave credits.
50.1.3 A staff member may be required to provide certification for absences arising from sickness or injury during a year of service of more than three consecutive working days or in excess of six aggregate working days. A staff member may be required to provide certification for any absence of more than three consecutive days that includes a holiday as prescribed under clause 47).

50.2 Sick Leave

50.2.1 A staff member is entitled to 15 days leave in the event of sickness or injury for each year of service, credited 12 months in advance except that a new staff member shall be credited with 30 days leave or a pro rata amount where the contract is for less than two years. Unused sick leave shall be cumulative.

50.2.2 Previous periods of service with the University and the Institutions listed in sub-clause 18.1 shall be recognised for the purpose of determining a staff member's entitlement to sick leave provided that any break in service with the University or the Institutions does not exceed twelve months.

50.2.3 The University may recover days of sick leave taken above 15 where a new staff member ceases employment before the first anniversary of appointment, unless employment demonstrably ceased due to ill health.

50.2.4 No deduction from sick leave credits will occur for public holidays during a period of sick leave.

50.2.5 A professional staff member may convert sick leave on full pay to sick leave on half pay at any time.

50.2.6 Without deduction from sick leave credits a staff member who contracts a notifiable infectious disease or is isolated at the direction of a registered medical practitioner due to contact with a person with such disease, shall be granted paid isolation leave for the required period of absence.

50.2.7 Without deduction from sick leave credits a staff member who is absent on account of illness due to disabilities certified by the Department of Veterans Affairs as directly resulting from war service shall be granted paid repatriation leave of up to 15 days for each year of service, which shall be cumulative up to 100 days.

50.3 Carer’s Leave

50.3.1 A staff member shall be entitled to three days of non-cumulative paid leave per year (on the anniversary date of the staff member's appointment) for care and support of an ill member of the staff member's immediate family or household.

50.3.2 Where the three days of carer's leave has been taken and additional carer's leave is required, the staff member will be entitled to use accumulated paid sick leave credits to cover the balance of the period of carer's leave.

50.3.3 Carer's leave may be taken for part of a single day.

50.3.4 A casual staff member shall be entitled to unpaid carer's leave for each occasion on which the staff member is required to provide care and support of an ill member of the staff member's immediate family or household.
50.4 Compassionate Leave

50.4.1 Leave on full pay of up to three working days will be granted to a staff member on account of:

a) death or serious illness of a domestic partner, child, parent, legal guardian, grandparent, grandchild, brother or sister of the staff member, or member of the staff member’s household;

b) death or serious illness of a child, parent, legal guardian, grandparent, grandchild, brother or sister of the staff member’s domestic partner;

c) death or serious illness of a relative who has taken the place of a parent, or of a relative residing with the staff member at the time of such illness or death.

50.4.2 Subject to the production of proof, and where the period of leave granted at sub-clause 50.4.1 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.

50.4.3 A casual staff member shall be entitled to unpaid compassionate leave on account of the instances specified under sub-clause 50.4.1.

50.5 Special Leave

50.5.1 The Vice-President People and Culture may grant a staff member other paid or unpaid personal leave where the staff member is experiencing difficult personal circumstances.

50.6 Situations of Domestic or Family Violence

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

50.6.2 A staff member who is a victim of domestic or family violence is entitled to paid special leave under sub-clause 50.5.1 and may use existing leave entitlements to attend to personal matters arising from the domestic or family violence.

50.6.3 Proof of domestic or family 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 and/or a statutory declaration from the staff member.

50.6.4 The University will develop and implement policy and procedures in consultation with the Union during 2014 to support staff members who are experiencing domestic or family violence.
51 Parental Leave

51.1 Entitlement

51.1.1 A staff member is entitled to an unbroken period of parental leave as follows

<table>
<thead>
<tr>
<th>Purpose of Leave</th>
<th>Application and Eligibility</th>
<th>Leave Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parental leave</strong>&lt;br&gt;Birth and care of a child</td>
<td>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. 12 months or more at the date of expected birth or placement.</td>
<td>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 balance of the 52 week period. Leave for a continuous period of 52 weeks comprising 14 weeks paid leave plus the Return to Work Bonus as prescribed at sub-clause 51.3, plus unpaid leave for the balance of the 52 week period.</td>
</tr>
<tr>
<td><strong>Adoption leave</strong>&lt;br&gt;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.</td>
<td>A casual who has: • Been employed by the University on a regular and systematic basis in a sequence of periods of employment during a period of at least 12 months; and • But for the birth or placement of the child or any entitlement to special maternity leave would have a reasonable expectation of continuing employment with the University on a regular and systematic basis.</td>
<td>Up to 52 consecutive weeks of unpaid parental leave.</td>
</tr>
<tr>
<td><strong>Extension of parental leave</strong>&lt;br&gt;When the first 52 weeks entitlement has been exhausted.</td>
<td></td>
<td>A staff member may apply to extend the period of parental leave up to an additional 52 weeks of unpaid leave. A staff member may use paid leave in this period in accordance with sub-clause 51.1.8.</td>
</tr>
<tr>
<td><strong>Attendance at compulsory interviews in connection with the adoption of a child.</strong></td>
<td></td>
<td>A single period of 2 days unpaid leave, or separate periods to which the University and staff member agree.</td>
</tr>
<tr>
<td><strong>Partner leave</strong>&lt;br&gt;Care of a child born to or adopted by a spouse or partner</td>
<td>A staff member whose domestic partner is taking a period of parental leave.</td>
<td>Concurrent Partner leave - 2 weeks paid leave and 6 weeks unpaid leave, which may be taken in periods of not less than 2 weeks (or in shorter periods by agreement with the University) at the discretion of the staff member within 12 months of the birth or placement of a child. Unless the University agrees, Concurrent Partner leave must not start before the time of the birth or date of placement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Responsibility for the on-going care of the child. Additional unpaid leave which will bring the aggregate period of paid and unpaid leave to 52 weeks.</td>
</tr>
<tr>
<td></td>
<td>Responsibility for the on-going care of the child where both parents are employed by the University.</td>
<td>The equivalent value of 22.8 weeks paid leave which can be taken as 38 weeks at 60% of pay plus unpaid leave which will bring the aggregate period of paid and unpaid leave to 52 weeks.</td>
</tr>
</tbody>
</table>
51.1.2 A staff member’s entitlement to parental leave is reduced by any period of parental leave taken by his or her partner in respect of birth or adoption of the same child, other than any period of concurrent partner leave.

51.1.3 If the staff member is the birth mother, and her salary changed temporarily due to her moving to a reduced hours position/arrangement because of her pregnancy, paid parental leave will be paid at the female staff member’s salary immediately prior to the reduction in hours.

51.1.4 A staff member is not entitled to parental leave earlier than 14 weeks prior to the expected date of birth. A staff member may access other forms of leave available under this Agreement prior to that date.

51.1.5 A staff member is not entitled to commence paid parental leave more than 14 weeks after the date of birth (or placement) of the child unless the staff member is to become the primary caregiver of the child and commences their parental leave immediately upon the conclusion of the parental leave of the staff member’s Domestic Partner.

51.1.6 A female 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.

51.1.7 A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, for a pregnancy-related illness that extends beyond the period of paid parental leave. A medical certificate must be provided at the time of application.

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

51.1.9 Nothing precludes a staff member from applying to work on an ad hoc, casual or sessional basis within any period of unpaid parental leave.

51.1.10 Staff members may apply for additional leave, although the total period of leave (including paid and unpaid parental leave, and other types of leave) should not extend beyond a maximum 36 months from the commencement of parental leave. Where an application for 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.

51.1.11 At the expiry of the approved period of parental leave the staff member shall 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 shall have the right to return to the position they held prior to such changes.

51.2 Notice requirements

51.2.1 A staff member intending to apply for parental leave must provide at least 10 weeks’ notice and make an application at least four weeks prior to commencing leave. The application must include:

a) proof of the expected date of birth or placement; and

b) notice of the date on which parental leave is expected to start and finish; and

c) details of how she/he wishes to access leave (including any details of return to work assistance); and

d) for leave other than maternity leave, a statutory declaration that the staff member will be the primary care giver.
51.2.2 A staff member intending to apply for Concurrent Partner leave as described in sub-clause 51.1.1 must make an application at least four weeks prior to commencing each period of leave.

51.3 Return to Work Bonus

51.3.1 The Return to Work Bonus may be taken as:

a) 22.8 weeks' paid leave; or

b) 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

c) payment of an equivalent amount equal to 22.8 weeks' pay to be used to facilitate re-entry to the workplace by way of:

   (i) working reduced hours on a graduated return to work program; staff development opportunities (including funding or time release for further study); research funding; to offset associated costs such as childcare; or other return to work assistance approved by the University.

51.3.2 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 her or him to return to work for a period:

a) equivalent to the value of the Return to Work Bonus; or

b) of 12 months continuous service, whichever is the lesser.

51.3.3 In the event where the staff member fails to return to work for a period specified in 51.3.2, the staff member will be required to repay the University the outstanding balance.

51.3.4 Where the employment of the staff member is terminated by the University in accordance with clause 69 Redundancy – Professional Staff or 71 Redundancy – Academic Staff Members (as applicable), the University will not seek reimbursement for any Return to Work Bonus outstanding under sub-clause 51.3.2.

51.4 Return to work after Parental Leave

51.4.1 At least four weeks' written notice of intention to return to work or request for an extension of the original leave must be given.

51.4.2 A female staff member may apply to return to work from parental leave earlier than the leave dates agreed if the pregnancy terminates other than by a live birth and must return to work no later than six weeks after the University received her application to return to work.

51.4.3 A staff member may apply for a variation of contract to return from parental leave on a part-time basis until the child reaches school age and shall have the right to revert to the pre-parental leave fraction of employment at the expiry of the agreed period. The University will grant such requests, subject only to operational requirements, and where such request is refused, the University will provide the employee with a written explanation of the reasons for refusal no later than 21 days following the date of the request.

51.4.4 A staff member returning to work on a part-time basis shall be entitled to use any accrued annual or long service leave on a one day at a time basis to supplement their fractional employment.
51.5 Effect of parental leave on employment

51.5.1 Unpaid parental leave up to a maximum of 26 weeks shall count as service for all purposes, provided that this shall not be construed as conferring more than one entitlement for any given period of parental leave. Any period of unpaid leave in excess of 26 weeks shall not break, but is not counted as, continuous service.

51.5.2 If a public holiday falls in a period of paid parental leave, it counts as part of the parental leave.

51.5.3 If a public holiday falls in a period of paid parental leave, the staff member will be paid the same rate for the public holiday as the rate paid for the parental leave.

51.6 Fixed-term appointments

51.6.1 A staff member employed on a fixed-term contract will be entitled to parental leave as provided in sub-clause 51.1.1.

51.6.2 A staff member whose fixed term contract expires, and a subsequent contract is not offered by the University, will cease to have an entitlement to parental leave on the date the contract expires except in the circumstances described in sub-clause 51.6.4.

51.6.3 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 her or his entitlement to the balance of the parental leave.

51.6.4 A female staff member who is at least 20 weeks pregnant and whose contract expires will be entitled to 14 weeks paid parental leave or, for service less than 12 months, one week for each completed month of service.

51.7 Subsequent applications for paid parental leave

51.7.1 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 after the completion of the previous period of parental leave, the staff member is eligible to receive 14 weeks paid parental leave only;

b) 2 years or more after the completion of the previous period of parental leave, the staff member is eligible to receive the maximum parental leave referred to in sub-clause 51.1.1.

51.8 Review of parental leave clause

51.8.1 If, while this Agreement is in operation, the Commonwealth Government introduces changes to the statutory paid parental leave scheme, the University will, in consultation with the Union, review the implications of these changes for the entitlements to paid parental leave set out in this Agreement.

51.8.2 Notwithstanding sub-clause 51.8.1 or any Commonwealth Government changes to the statutory paid parental leave scheme, a staff member shall be entitled to paid parental leave entitlements not less than as specified in clause 51 Parental Leave.
52 Long Service Leave

52.1 Entitlement

52.1.1 A staff member is entitled to long service leave after seven 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 his/her ordinary time rate of pay. Sub-clause 52.2 applies to the calculation of a casual staff member’s entitlement to long service leave.

52.1.2 Long service leave for a staff member (other than a Casual) shall be paid on the following basis:

a) Where the staff member’s full-time or part-time ordinary hours of duty have been unchanged, the leave shall be paid at the staff member’s ordinary rate of pay at the time that he or she takes long service leave, excluding overtime and/or shift allowances;

b) Where the staff member’s ordinary hours of duty have changed during the period of continuous service, the entitlement shall be:

(i) calculated on the basis of the staff member’s average service fraction calculated over the total period of recognised service (including service in any other types of employment referred to in this Agreement and subject to sub-clause 52.3); and

(ii) paid at the staff member’s ordinary rate of pay at the time that he or she takes long service leave, excluding overtime and/or shift allowances.

52.2 Casual Staff Members

52.2.1 For the purpose of working out when a Casual staff member becomes entitled to long service leave, only two-thirds of the employee’s continuous employment with the University completed before 1 January 2006 counts as continuous service.

52.2.2 Prior employment with other employers will not count towards the calculation of the casual staff member’s service or entitlement to long service leave.

52.2.3 A Casual staff member’s ordinary time rate of pay is to be taken to be the greater of the following:

a) average weekly earnings in the 12 months immediately before he or she takes long service leave; or

b) average weekly earnings in the five years immediately before he or she takes long service leave.

The ordinary time rate for Casual staff members includes the casual loading, but does not include payment for overtime and/or shift allowances.

52.3 Previous casual service

52.3.1 Any casual service at the University prior to 01 January 2010 that is continuous (as defined in sub-clause 52.4.1b below) will be recognised for the purpose of satisfying the qualifying period for long service leave but such casual service will not give rise to any entitlement to paid long service leave for staff members who were not Casual staff members as at 01 January 2010.

52.3.2 Any casual service at the University prior to 01 January 2010 that is continuous (as defined in sub-clause 52.4.1b below) will be recognised for the purposes of calculating long service leave entitlements for staff members who were Casual staff members as at 01 January 2010.
52.3.3 Staff members converted prior to 01 January 2010 from Casual employment in accordance with sub-clause 16.5 will have their casual service recognised for the purpose of satisfying the qualifying period for long service leave, but such casual service will not give rise to any entitlement to paid long service leave.

52.4 Continuity of Service

52.4.1 For the purpose of calculating a staff member’s entitlement to long service leave:

a) breaks of up to 3 months between periods of fixed-term employment will not break the continuity of service of a staff member who has been employed by the University for previous periods of fixed term employment, but the period of the break in service will not count as service for long service leave purposes.

b) breaks of service of up to 3 months between each instance of casual employment (other than when the employee is on unpaid parental leave in accordance with sub-clause 51.5 of this Agreement) or breaks of service of more than 3 months between casual engagements that arise as a direct consequence of the terms of the employee’s engagement with the University, will not break the continuity of service of that staff member. The period of these breaks in casual service will not count as service for long service leave purposes.

52.4.2 For the purpose of determining an employee’s entitlements to long service leave, the following will not count as, but will not break, continuous service:

a) 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 employee retires on the grounds of age or ill-health;

b) Any period of prior service for which the employee has received payment in lieu of long service from either the University and/or a previous employer or for which an employee has an entitlement to payment in lieu by a previous employer. However, in the case of employees (other than Casuals), 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

c) The following periods of unpaid leave taken by an employee:

(i) any period of unpaid parental leave exceeding 26 weeks;

(ii) any period of sick leave without pay exceeding, in the aggregate, twenty working days in any year of service; and

(iii) any other period of approved unpaid leave, whether continuous or aggregate, exceeding twenty working days in any year of service — except where such unpaid leave was taken for the purpose of contesting elections to Federal or State Parliament.

52.4.3 How Long Service Leave is to be Taken:

a) A member of staff who has qualified for long service leave will be entitled to take long service leave at a time of his or her choosing, provided that at least six months written notice of such leave is given or, in the absence of such notice, the University consents.

b) An employee may take all or part of long service leave entitlements at any one time.

c) The employee may elect to convert all or part of a period of long service leave to double the period at half pay.
d) An employee who uses all or part of their long service leave entitlements for the purpose of contesting elections to Federal or State Parliament shall not be required to give notice of intention to use long service leave credits.

52.4.4 Effect of Leave Entitlements whilst on Long Service Leave

a) An employee (other than a Casual) 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 employee 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 employees not engaged on a casual basis for public holidays occurring during a period of long service leave.

52.4.5 Payment for Long Service Leave on Termination and/or Death of an Employee

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

(i) the employee's employment at the University terminates after seven years or more recognised service (as defined under sub-clause 52.4 of this Agreement), including any service recognised in accordance with clause 18 of this Agreement;

(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 a staff member because he/she cannot perform the inherent requirements of the position due to ill health, or the employee dies.

b) Where payment is made in lieu of long service leave, the amount of such pay will be computed on a daily basis at the rate of 1.3 weeks per year of continuous service.

53 Long Service Leave Management

53.1 Where a staff member has a long service leave balance of 90 days or more (prorated for part time and fractional 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 shall be commenced within a period of 12 months from the issue of such written notice. The period of leave shall be agreed between the staff member and the University at a time suitable to the University's purposes and the individual.

53.2 The staff member shall not be required to take long service leave within 24 months of the intended date of retirement of the staff member.

53.3 The University shall not require a staff member taking leave pursuant to this clause to take a further period of long service leave for a period of two years after the end of that period of leave.

54 Cultural Leave

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

54.1.1 subject to normal operating requirements, the University will not unreasonably refuse the grant of that leave as unpaid leave;
54.1.2 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 shall be dealt with under Clause 55 of this Agreement.

54.2 A staff member will not be required to provide evidence, such as a statutory declaration, to support his or her request for Cultural Leave.

55 Aboriginal and Torres Strait Islander Staff Leave

55.1 Staff members who identify and are accepted as members of Aboriginal or Torres Strait Islander communities shall 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.

55.2 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.

55.3 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with sub-clause 55.1.

56 Other Leave

56.1 Leave shall be granted to a staff member for the duration of attendance at a court for jury service or for appearing as a Crown witness or to provide evidence directly related to her or his employment at the University. Fees for jury service will not be deducted from salary. Evidence of the requirement to attend a court and of attendance shall be submitted to the University.

56.1.1 Where a staff member who is on long service leave or annual leave is required to attend a court for the purpose of jury service, the staff member will be placed on jury service leave and no deduction will be made from the staff member's long service or annual leave credits for the day or days of attendance for jury service.

56.2 A staff member who is in the Defence Reserve shall be entitled to two weeks leave on full pay for attendance at an annual training camp and a further four days a year for the same purpose on the certification of the unit's Commanding Officer. Such a staff member will also be entitled to two weeks leave in any one year for up to two schools, classes or courses conducted by or on behalf of the Reserve, but the University shall only be required to pay the difference between normal salary and any pay received from the Reserve. Any additional leave required by the staff member to attend to Defence Reserve obligations shall be unpaid. Applications for leave shall be submitted before leave commences and evidence of attendance shall also be required on return to duty.

56.3 A staff member who donates blood shall be granted paid leave for each such attendance.

56.4 A staff member who participates as a competitor or accredited official in the Olympics or Commonwealth Games shall be entitled to paid leave for the period of competition together with reasonable travel time. Participants in other international or interstate competitions shall be entitled to unpaid leave. The entitlement to leave for these purposes is up to 20 days in a year of service and 14 days notice shall be given along with documentary evidence.

56.5 A candidate for Federal or State Parliament shall be entitled to unpaid leave for all or part of the period between the close of nominations and the declaration of the poll, but may use annual or long service credits during such absence.
56.6 A staff member required to perform all or the majority of duties at a campus or site other than the previous place of work shall be entitled to up to two days leave to remove household goods where she or he relocates to a residence that is closer to the new workplace or, in the case of a commuter by public transport, more convenient for travel by public transport.

56.7 Community Service Leave

56.7.1 A staff member whose services are required as a member of a voluntary organisation called upon by government or a competent authority to assist in fire-fighting, other emergency assistance, or auxiliary operations, or who responds to an appeal for volunteers for such assistance, shall be granted paid leave for duration of operations plus an additional day for recovery.

57 Leave to Count as Service

57.1 Without detracting from what may be specified elsewhere in this Agreement, the following will count as service in determining the entitlement of a staff member to leave and for all other purposes:

57.1.1 any period of paid leave with long service leave taken on half pay counting as normal service;

57.1.2 any period of sick leave without pay not exceeding, in the aggregate, twenty working days in any year of service;

57.1.3 any period of unpaid parental leave not exceeding 26 weeks;

57.1.4 any period of leave without pay for the purpose of contesting elections to Federal or State Parliament;

57.1.5 any period of court appearance leave without pay;

57.1.6 any period of leave granted pursuant to Clause 58.1;

57.1.7 any other period of approved unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.

57.2 For the purpose of determining a staff member's entitlement to long service leave where the staff member's service is not continuous the aggregate period of service including service recognised from previous employers will count as service.

58 Leave and Make-Up Pay for Incapacitated Staff Members

58.1 Leave and Make-Up Pay

58.1.1 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 Accident Compensation Act 1985 will be granted leave and shall be paid accident make-up pay by the University.

58.1.2 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.

58.1.3 Where a staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of leave or make-up pay provided for.
58.1.4 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 sum of:

a) the amount of weekly compensation received by the staff member; and

b) the weekly amount the staff member may be earning in the employment in which the staff member is employed by reason of any partial incapacity.

58.1.5 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 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.

58.2 Use of Sick Leave

58.2.1 A staff member who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the Accident Compensation Act 1985 will have restored to the credit of the staff member sick leave equal to the value of the sick leave taken in respect of that incapacity.

58.3 Return to Work

58.3.1 A staff member who has suffered injury causing total or partial incapacity for work will be entitled upon returning to full duty at the University to occupy a position equivalent to that occupied by the staff member immediately prior to the occurrence of the injury.

58.4 Termination of Services

58.4.1 The University will not terminate the employment of a staff member who has been granted leave pursuant to this clause prior to the expiry of such leave or in the case of a staff member receiving make-up pay for partial incapacity prior to the expiry of the period for which such payment is payable except where such termination is due to serious and wilful misconduct on the part of the staff member.

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

59 Dispute Settling Procedures

59.1 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 National Employment Standards in a timely manner.

59.2 To facilitate their timely resolution, disputes about matters arising under this Agreement or relating to the National Employment Standards will, as far as is practicable, be raised and resolved at their source, therefore:

59.2.1 in the first instance the affected staff member(s) should discuss the matter with the relevant Supervisor,
59.2.2 where the dispute is not resolved under sub-clause 59.2.1, the affected staff member(s) may request further discussions with the VP People and Culture for resolution. If no such request is made within five working days of the discussions under sub-clause 59.2.1, the matter will be deemed to have been resolved, unless it is agreed to extend the time for discussions. Where a meeting is requested, it will be convened within five working days of the request or at such later time as the parties may agree.

59.2.3 An employee may be represented in these procedures by the Union or by a Representative.

59.3 The University or the Union may also initiate a dispute regarding matter(s) arising under this Agreement 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, rather than under the process in sub-clause 59.2.

59.4 Until the procedures described in sub-clauses 59.2, or 59.3 (as applicable) have been exhausted:

59.4.1 work shall continue in the normal manner;

59.4.2 no industrial action shall be taken by either party to the dispute or any party bound by this Agreement;

59.4.3 the University shall not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute; and

59.4.4 the subject matter of the dispute shall not be taken to the Fair Work Commission by the parties to the dispute.

59.5 If the dispute remains unresolved either party to the dispute may refer the matter to the Fair Work Commission. If no party to the dispute refers the matter to the Fair Work Commission within ten working days of concluding the discussions referred to under sub-clause 59.2 or 59.3, the matter will be deemed to have been resolved, unless the parties agree to extend the time for discussions.

59.6 The Fair Work Commission may exercise any method of dispute resolution permitted by the Act and any recommendation, decision or order of a single member of the Fair Work Commission, or a full bench of the Fair Work Commission in the event of an appeal, will be binding on all parties covered by this Agreement.

59.7 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 Fair Work Commission for resolution. Any decision or recommendation of the Third Party shall be binding on all parties covered by this Agreement.

59.8 Workplace grievances will be addressed using the process set out in Schedule 7.

60 Grievance Procedures

60.1 The grievance procedures set out in Schedule 7 of this Agreement are available to all staff of the University.

TERMINATION OF EMPLOYMENT AND DISCIPLINARY PROCEDURES

61 Termination of Employment and Disciplinary Procedures – Overview

61.1 All decisions to discipline or terminate the employment of a staff member covered by this Agreement must be in accordance with this Agreement. Except as specifically provided herein to the contrary, the terms of this Agreement shall cover exhaustively the subject matter concerned.

61.2 "Termination of employment" means termination of employment at the initiative of the University.
61.3 Decisions taken in accordance with this Agreement by the Vice-Chancellor will be final except that nothing in this Agreement will be construed as excluding the jurisdiction of any external court or tribunal which, but for this Agreement, would be competent to deal with the matter.

61.4 If the disciplinary action to be taken is termination of employment, the staff member will be given the amount of notice as specified in the staff member's contract of employment or an amount of notice in accordance with sub-clause 61.5 whichever is greater. The University, at its discretion, may provide payment in lieu of notice.

61.5 Notice and/or Compensation

61.5.1 Except as otherwise provided for elsewhere in this Agreement, the University must not terminate the employment of a member of staff unless the member of staff has been given the following notice and/or compensation:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than one year</td>
<td>At least one week</td>
</tr>
<tr>
<td>More than one year but not more than three years</td>
<td>At least two weeks</td>
</tr>
<tr>
<td>More than three years but not more than five years</td>
<td>At least three weeks</td>
</tr>
<tr>
<td>More than five years</td>
<td>At least four weeks</td>
</tr>
</tbody>
</table>

A staff member over 45 years of age who has completed at least two years of continuous service shall have the notice increased by one week.

61.5.2 Provided that the University may terminate without notice the employment of a member of staff found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice.

62 Disciplinary Procedures

62.1 Principles

62.1.1 Disciplinary action should be used as a last resort. A supervisor must make every reasonable effort to resolve instances of unsatisfactory performance and possible misconduct through guidance, counselling and appropriate staff development, or appropriate work allocation before moving to formal disciplinary procedures at sub-clauses 62.2.7 and 62.3.6. However, this does not prevent a supervisor determining to refer a matter of misconduct directly to a relevant senior officer at sub-clause 62.3.6.

62.1.2 All matters concerning unsatisfactory performance, misconduct and serious misconduct will be investigated thoroughly, expeditiously and in accordance with the principles of natural justice.

62.1.3 The provisions of clause 62 - Disciplinary Procedures - do not apply to casual staff members or to the non-confirmation of employment at the end of a probation period.

62.1.4 Disciplinary action against an academic staff member can only be taken by the Vice-Chancellor.

62.1.5 Unreasonable failure of a staff member to participate in the actions/procedures for unsatisfactory performance, misconduct or serious misconduct will not delay the completion of these procedures. If a staff member resigns, actions/procedures under this clause will lapse. 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.
62.1.6 A supervisor must advise the staff member in writing of the commencement of action concerning unsatisfactory performance, misconduct or serious misconduct. The supervisor must also advise the staff member that she/he has the right to be represented at all times during these procedures and that they are entitled to bring a representative to any relevant meetings with their supervisor.

62.1.7 A Review and Appeals Committee (RAC) convened pursuant to sub-clauses 62.2.17 for unsatisfactory performance and 62.3.16 for misconduct or serious misconduct will report (the "RAC Report") to the Vice-Chancellor:

a) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance, misconduct or serious misconduct;

b) whether there has been a substantial flaw in following the procedures of clause 62; and

c) its recommendation (if any) about disciplinary action.

62.1.8 If at any stage during the actions/procedures under clause 62 the University finds that the details of the alleged unsatisfactory performance, misconduct or serious misconduct should be amended or new details added, the staff member must be advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by the University.

Definitions

62.1.9 Action concerning unsatisfactory performance, misconduct and serious misconduct means action according to the procedures and disciplinary actions of clause 62.

62.1.10 Disciplinary action for unsatisfactory performance, misconduct and serious misconduct means, and is limited to:

a) formal censure, warning 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;

e) termination of employment.

62.1.11 Unsatisfactory performance means inefficiency, poor or underperformance, or negligence or failure of the staff member to perform the work of the position or appointment at a level that would be reasonably required, having regard to:

a) the nature and purpose of the position;

b) its classification;

c) any representations made by the staff member at the time of selection for employment or selection/promotion to the staff member's current position or level; and

d) the recognition that, while an academic member of staff is expected to have shown satisfactory performance in areas covered in the MSALs, academic staff may have duties in any given period that do not span all of the criterion areas.
62.1.12 Misconduct means:

a) conduct which is not serious misconduct;

b) is unsatisfactory conduct; and

c) concerning which disciplinary actions are limited to the matters set out in sub-clauses 62.1.10a) to 62.1.10d).

62.1.13 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 the staff member's duties;

b) serious dereliction of the duties required of the position;

c) theft or fraud;

d) conviction by a court of an offence that 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.

Examples of conduct which may constitute serious misconduct are:

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

62.1.14 Supervisor means, for an academic, the head of the organisational unit in which the academic is employed, or another academic staff member classified at Level C or above appointed by the Vice-Chancellor to be supervisor of one or more academics or a group of academics, and for a professional staff member, the person to whom they are accountable.

62.1.15 Relevant senior officer means the Vice-Chancellor in the case of an academic staff member and the relevant Deputy Vice-Chancellor, Pro Vice-Chancellor, or Vice-President (or their equivalents) for a professional staff member.

62.1.16 Representative, for the purpose of clause 62, means a staff member's chosen representative or, in the case of the Vice-Chancellor's representative, a University staff member or an officer or staff member of the Australian Higher Education Industrial Association, provided that neither representative will be a practising barrister or solicitor.

62.1.17 A Review and Appeals Committee (RAC) means the body described at clause 9 which fulfils the functions as set out in sub-clause 62.1.7.

62.1.18 An Investigator, for the purpose of clause 62, means a person who is appointed by agreement between the Vice-Chancellor and the NTEU Branch President for Victoria University and fulfils the functions of a RAC pursuant to sub-clause 62.1.7.
62.2 Unsatisfactory performance review

62.2.1 Where a staff member's supervisor is of the view that the staff member's performance is unsatisfactory as defined at sub-clause 62.1.11, the supervisor will:

a) advise the staff member in writing of the commencement of action under this clause and of the staff member's rights at sub-clause 62.1.6;

b) advise the staff member that they are being counselled under these procedures, and the possible implications of continued unsatisfactory performance;

c) counsel the staff member about the staff member's perceived unsatisfactory performance;

d) give the staff member clear and reasonable expectations about the required standards of performance;

e) give the staff member a reasonable opportunity to respond; and

f) give the staff member three months to demonstrate performance against the required standards of performance (the "review period").

62.2.2 Assistance with specific training and development programs may be provided where the supervisor considers it appropriate.

62.2.3 A record of the counsel given shall be kept and a copy supplied to the staff member concerned.

62.2.4 The staff member and the supervisor will meet at least monthly to assess the staff member's performance prior to the conclusion of the review period.

62.2.5 If, at the end of the review period, the staff member has met the required standard of performance, the supervisor will advise the staff member of this in writing and no further action will be taken.

62.2.6 Where, at the end of the review period, the staff member's work performance remains of an unsatisfactory standard, the supervisor will advise the staff member in writing that either:

a) the review period will be extended by a further period of up to two months where the supervisor believes that there is a reasonable prospect of a satisfactory standard of performance being attained by the staff member within this period; or

b) formal disciplinary action as prescribed under sub-clause 62.2.7 will commence.

62.2.7 If disciplinary action is to be taken, the supervisor will advise the staff member in writing of the evidence of unsatisfactory performance, including details of any relevant facts and documentation.

62.2.8 The staff member will have five working days from the time of receiving the written advice at sub-clause 62.2.7 to respond to the supervisor in writing, and if the staff member so chooses, a reasonable opportunity to respond in person.

62.2.9 The supervisor will take into account the staff member's response at sub-clause 62.2.8, consider the relevant evidence and determine whether to refer the matter to the relevant senior officer by way of a report (the "report"). Where the supervisor determines to refer the matter to the relevant senior officer, the report must also be sent at the same time to the staff member.
62.2.10 The report must set out evidence of the alleged unsatisfactory performance, the staff member's response at sub-clause 62.2.8, the record of attempts to remedy the alleged problem, and any recommendation regarding disciplinary action.

62.2.11 The staff member will be entitled to ten working days from the date of receiving the report to submit to the relevant senior officer a written response.

**Unsatisfactory performance decision**

62.2.12 The relevant senior officer will consider the supervisor's report at sub-clause 62.2.9, the staff member's written response at sub-clause 62.2.11, if any, and confirm that the preceding procedures for unsatisfactory performance have been followed.

62.2.13 The relevant senior officer may seek additional information, or refer the matter back to the supervisor to ensure that procedures for unsatisfactory performance are followed.

62.2.14 After confirming that the actions/procedures for unsatisfactory performance have been followed and considering the supervisor's report, the staff member's written response, if any, and any additional information, the relevant senior officer will make a decision (the "decision") about what, if any, disciplinary action should be taken against the staff member. The decision will be limited to taking disciplinary action, as defined in sub-clause 62.1.10, or taking no further action.

62.2.15 The staff member will be notified in writing of the decision by the relevant senior officer at sub-clause 62.2.14. The relevant senior officer's decision shall set out in writing, and provide to the staff member, a statement as to what material she/he has considered; what additional information has been considered, what acts or omissions or failings on the part of the staff member constitute unsatisfactory performance, and any relevant conclusions upon which her/his finding of unsatisfactory performance is based.

62.2.16 Any decision concerning disciplinary action will take effect no earlier than five working days from the date of the advice as at sub-clause 62.2.15.

**Review**

62.2.17 The staff member may seek a review by a RAC or an Investigator of the decision of the relevant senior officer within five working days of receiving the written decision referred to at sub-clause 62.2.15. In this case the decision will take effect after the Vice-Chancellor has considered the report of the RAC or Investigator.

62.2.18 The decision of the relevant senior officer becomes final if the staff member has not sought a review at sub-clause 62.2.17 within the five working days.

**Vice-Chancellor's decision**

62.2.19 After receiving the RAC or Investigator's report and recommendations, the Vice-Chancellor must take into account the RAC or Investigator's report and any recommendations, and he/she will either confirm, amend, or withdraw the decision made at sub-clause 62.2.14.

62.2.20 The Vice-Chancellor will advise the relevant senior officer, the supervisor and the staff member in writing of his/her decision.

62.3 Misconduct and Serious Misconduct

**Misconduct Review**

62.3.1 If an allegation of misconduct is made, the staff member will be advised in writing by the supervisor:
a) of the commencement of disciplinary action for misconduct as defined at sub-clause 0 and of the staff member's rights at sub-clause 62.1.6;

b) that they are being counselled under the following misconduct actions/procedures; and
c) the possible implications of continued misconduct.

62.3.2 The supervisor must either refer a matter of misconduct directly to a relevant senior officer at sub-clause 62.3.6, or:

a) counsel the staff member about the staff member's perceived misconduct;

b) give the staff member clear and reasonable expectations about the required standards of conduct, and may require the staff member to attend specific training and development programs;

c) give the staff member a reasonable opportunity to respond; and
d) give the staff member a reasonable period (i.e. a period of not less than three months) to demonstrate performance against the required standards of conduct (the "review period").

62.3.3 The staff member and the supervisor will meet monthly to assess the staff member's conduct prior to the conclusion of the review period. A record of the counsel given shall be kept and a copy supplied to the staff member concerned.

62.3.4 If, at the end of the review period, the staff member has met the required standard of conduct, the supervisor will advise the staff member of this in writing and no further action will be taken.

62.3.5 If the supervisor believes that the staff member's conduct has not improved to the required standard during the review period, or there has been a recurrence of misconduct during the review period, or the matter needs immediate action as determined at sub-clause 62.3.2, the supervisor may commence disciplinary action against the staff member at sub-clause 62.3.6.

62.3.6 If disciplinary action is to be taken, the supervisor will refer the matter to the relevant senior officer by way of a report (the "report"). In this case the relevant senior officer will then follow the actions/procedures at sub-clause 62.3.12.

62.3.7 Where the supervisor determines to refer the matter to the relevant senior officer the report must also be sent at the same time to the staff member. The report must set out evidence of the alleged misconduct, the staff member's response, the record of attempts to remedy the alleged misconduct, and any recommendation regarding disciplinary action.

62.3.8 The staff member will be entitled to ten working days from the time of receiving the report to submit to the relevant senior officer a written response.

**Serious Misconduct Review**

62.3.9 If an allegation of serious misconduct is made, the staff member will be advised in writing by the supervisor:
a) of commencement of disciplinary action for serious misconduct as defined at sub-clause 62.1.13 and of the staff member’s rights at sub-clause 62.1.6;

b) evidence of alleged serious misconduct, including details of any relevant facts and documentation; and

c) whether the allegations are considered to constitute misconduct or serious misconduct.

62.3.10 The staff member will have ten working days from the time of receiving the written advice at sub-clause 62.3.9 to respond to the supervisor in writing. The supervisor must also allow the staff member a reasonable opportunity to respond in person within those ten days.

62.3.11 The supervisor will take into account the staff member’s response at sub-clause 62.3.10, consider the relevant evidence and refer the matter to the relevant senior officer by way of a report (the “report”). The report must set out evidence of the alleged serious misconduct, the staff member’s response (including whether the staff member admits or denies the allegations in full or in part) and any recommendation regarding disciplinary action.

Disciplinary decision for misconduct or serious misconduct

62.3.12 The relevant senior officer will consider the supervisor’s report at sub-clauses 62.3.6 or 62.3.11, the staff member’s written response, if any, and confirm that the preceding actions/procedures for misconduct or serious misconduct have been followed. The relevant senior officer may seek additional information. The relevant senior officer may also refer the matter back to the supervisor to ensure that the preceding actions/procedures have been followed.

62.3.13 After confirming that the preceding actions/procedures have been followed and considering the report, the staff member’s written response, if any, and any additional information, the relevant senior officer will make a decision (the “decision”) about whether the allegation is made out in part or in full and what, if any, disciplinary action should be taken against the staff member.

62.3.14 The relevant senior officer may determine that allegations of serious misconduct amount only to misconduct.

62.3.15 The staff member will be notified in writing of the decision by the relevant senior officer at sub-clause 62.3.13. The relevant senior officer’s decision shall set out in writing, and provide to the staff member, a statement as to what material she/he has considered; what additional information has been considered (if any), what acts or omissions or failings on the part of the staff member constitute misconduct or serious misconduct, and any relevant conclusions upon which her/his finding of misconduct or serious misconduct is based.

62.3.16 Where the decision is to take disciplinary action the decision will take effect no earlier than ten working days from the date of that advice.

62.3.17 If the relevant senior officer determines that no disciplinary action will be taken and the staff member has been suspended at sub-clause 62.4.1, the staff member will be reinstated at no loss of salary or conditions.

Review

62.3.18 A staff member may seek a review by a RAC or Investigator of the decision of the relevant senior officer at sub-clause 62.3.13 within ten working days of receiving the written decision referred to at sub-clause 62.3.15. In this case the decision will take effect after the Vice-Chancellor has considered the report of the Review and Appeals Committee or Investigator.

62.3.19 The decision of the relevant senior officer becomes final if the staff member has not sought a review at sub-clause 62.3.18 within the ten working days.
Vice-Chancellor’s decision

62.3.20 After receiving the RAC or Investigator’s report and recommendations, the Vice-Chancellor must take into account the RAC or Investigator’s report and any recommendations, and he/she will either confirm, amend, or withdraw the decision made at sub-clause 62.3.13.

62.3.21 The Vice-Chancellor will advise the senior officer, the supervisor and the staff member in writing of her/his decision.

62.4 Suspension

62.4.1 If an allegation of serious misconduct has been made against a staff member, and if the relevant senior officer considers that, prima facie, the allegations are serious enough to warrant the staff member not being at work, the relevant senior officer may, at any stage during the procedures under clause 62, suspend the staff member, either with or without pay, until the conclusion of the matter, provided that:

(i) the Vice-Chancellor may give approval so that the staff member may draw on any accrued entitlement to annual leave or long service leave for the duration of the suspension without pay;

(ii) the Vice-Chancellor 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; and

(iii) the Vice-Chancellor will ensure that the RAC at its first meeting, or an Investigator, consider whether suspension without pay should continue and that the RAC or Investigator will have the power to recommend the revocation of such a suspension from its date of effect.

62.4.2 During any period of suspension the staff member will be excluded from the University or any identified parts of the University, provided that he or she will be permitted reasonable access to the University to prepare the staff member’s case and to collect personal property.

63 Termination of Employment on the Grounds of Ill-Health - Academic Staff

63.1.1 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.

63.1.2 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 sub-clause 63.1.1 shall lapse and no further action shall, subject to sub-clause 63.1.3, be taken by the Vice-Chancellor under this clause.

63.1.3 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 63.1.2.

63.1.4 A copy of the medical report made by the medical practitioner pursuant to sub-clause 63.1.1 shall be made available to the Vice-Chancellor and to the staff member.
63.1.5 If the medical examination reveals that the staff member is unable to perform her or his 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 63.1.6, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment, upon payment of the balance of the staff member's contract in the case of a Fixed-term employee, or a period of six months, whichever is the lesser. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.

63.1.6 The staff member, or if they so choose a person acting on their behalf, may request a review of the medical report within 14 days of the report being made available. The review shall be conducted by a panel consisting of three medical practitioners, one of whom shall be appointed by the University, one by the staff member or by a person acting on her or his behalf, and one by the President of the Victorian Branch of the Australian Medical Association (including the Acting President or nominee). The Panel shall not include the practitioner who made the initial report.

63.1.7 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 practitioner or panel of 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.

63.1.8 The Vice-Chancellor shall not terminate the employment of the staff member unless and until the review has taken place and the findings of the initial medical report are confirmed by the review panel.

63.1.9 These provisions shall not displace or override WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.

63.1.10 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 nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

64 Voluntary Early Retirement

64.1 The University may invite employees to apply for voluntary early retirement on the following terms:

64.1.1 all full-time or fractional continuing staff shall be eligible to apply;

64.1.2 the University, retains the discretion to approve or not approve any application, having regard to its staffing needs;

64.1.3 approved applicants 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.
64.2 Notwithstanding sub-clause 64.1 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 64.1 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.

INTRODUCTION OF CHANGE, WORKPLACE CONSULTATION, RELOCATION AND REDUNDANCY

65 Job Security

65.1 The University recognises that security of employment is an important issue for its staff members. The goal of the University is to endeavour that there be no net reduction in jobs.

65.2 The University will pursue the options of retraining, natural attrition, voluntary separations, fixed term retirement contracts, leave without pay, voluntary conversion to part-time employment, long service leave, or internal transfer before proceeding with forced redundancies.

65.3 The University will seek wherever possible to avoid forced redundancies, but reserves the right to adopt this approach. Forced redundancies will be considered only as a last resort when all other options have been exhausted.

66 Organisational Change

66.1 Principles

66.1.1 Sound management of workplace change requires the timely consultation and involvement of the staff members who will be affected by the change and the NTEU. Such consultation is to provide affected staff members and the NTEU 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 such change.

66.1.2 Consultation does not necessarily mean that an agreement can be reached. If agreement cannot be reached the University will provide reasons in writing to affected staff and the NTEU.

66.1.3 Any outsourcing proposal that would have an impact on members of staff will be subject to the formal change management process prescribed in this clause.

66.1.4 The University will notify the NTEU where a decision to undertake a major change proposal affects staff in a work area.

66.1.5 Staff members may choose to be represented by the NTEU or another staff nominated representative in any discussions regarding workplace change.

66.2 Preliminary Consideration of Change

66.2.1 Prior to a decision being made to undertake major workplace change, the University will hold preliminary discussions with affected staff and the NTEU where such workplace change may significantly affect staff.

66.2.2 When preliminary discussions lead to the development of a specific major change proposal, such discussions will involve all staff likely to be directly affected as soon as practicable. A staff member will be considered to be directly affected when the proposed change is likely to have an impact on that staff member's conditions of employment.

66.2.3 The parties accept that preliminary and/or informal discussions may lead to agreement. In such instances, the formal change management process will commence at the implementation stage as outlined under clause 66.4.
66.3 Formal Change Management Process

66.3.1 The formal change management process will apply where a specific major change proposal is made which is likely to lead to one or more of the following:

- significant changes to work practices;
- introduction of major new technological change;
- relocation of whole, or significant parts of, organisational areas;
- contracting out of functions currently performed by Victoria University staff members;
- restructuring of work areas, including impacts on job numbers, the elimination or diminution of job opportunities, promotion opportunities or job tenure; and
- redundancy.

66.3.2 Where there is a specific major change proposal, the University will issue documentation setting out the change to directly affected staff and the NTEU. The documentation will include

- the extent and nature of the change proposal;
- reasons for making the change;
- the aim of the change;
- timeframe for change;
- the likely number, if any, of redundancies; and
- any relevant financial information.

66.3.3 Consultation

a) Staff members and the NTEU will be consulted in relation to the specific major change proposal. Consultation will include:

- circulation of specific proposals for consideration;
- an opportunity for written responses, including alternatives from affected staff and the NTEU;
- meetings to discuss and examine the major change proposal and alternatives; and
- provision of relevant information related to the proposed change and its implementation.

b) The University will respond in writing to matters raised in submissions from the NTEU and affected staff.

c) In the case of major change affecting an individual staff member, consultation will include relevant information and the opportunity to discuss the proposal with the staff member and, where he or she chooses, the NTEU or other staff nominated representative.
66.4 Implementation

66.4.1 Where the change proceeds, the University will consult and confer with affected staff and the NTEU 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).

67 Relocation of Staff

67.1 The University commits to protecting staff members from what may be interpreted as arbitrary relocation while acknowledging management’s right to deploy staff according to demonstrated operational requirements.

67.2 Deployment shall be to campuses in accordance with existing provisions.

67.3 The University Relocation of Staff Policy in effect as of the date of approval of this Agreement, including any changes arising from the operation of sub-clause 7.2 of this Agreement, shall apply to Relocation of Staff.

68 Redundancy - General

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

68.1.1 a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses; or

68.1.2 a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses; or

68.1.3 financial exigency within an organisational unit or cost centre; or

68.1.4 changes in technology or work methods; or

68.1.5 where the duties of the position are changed such that the incumbent is not competent to perform those duties;

the University will formally notify the staff member(s) concerned, or where an affected staff member chooses a nominated representative, in writing that their employment will terminate and will outline the reason(s) for the termination.

68.2 As soon as practicable after making the decision referred to in sub-clause 68.1 the University shall give the affected staff member(s), or where an affected staff member chooses a nominated representative, an opportunity to consult with the University on measures to avert the termination or minimise the terminations, and measures to mitigate the adverse effects of the termination or terminations on the staff members concerned.

68.3 The measures referred to in sub-clause 68.2 may include redeployment, voluntary early retirement in accordance with any available scheme, secondments or offers of a voluntary separation package for academic staff in accordance with sub-clause 71.2.

68.4 These redundancy provisions shall not apply to:

68.4.1 casual staff members;

68.4.2 staff members engaged on a fixed-term basis.
69 Redundancy - Professional Staff

69.1 Redeployment

69.1.1 Where the University has decided to terminate the employment of one or more staff member(s) a redeployment period will run for eight weeks commencing immediately upon the written notification of termination being given to the staff member(s) pursuant to sub-clause 68.1, provided that a staff member may elect to extend the redeployment period for an additional period of up to 18 weeks such that the maximum period of redeployment shall be 26 weeks.

69.1.2 Where a staff member extends the redeployment period beyond the eight week period, the staff member’s entitlement to severance pay pursuant to sub-clause 69.4, will be reduced by the equivalent period of extended redeployment.

69.1.3 Action pursuant to clause 70 Redeployment of Professional Staff will be taken during the redeployment period.

69.1.4 Where a staff member is able to be redeployed to a suitable position, no further redundancy action will be undertaken.

69.1.5 A staff member who is redeployed to a position at a classification level lower than his or her previous substantive classification level, will receive salary maintenance at his or her 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 over at the date of his or her transfer to a lower level position. Following this period the staff member will be paid at the rate of pay applicable to the new position into which he or she has been redeployed.

69.1.6 Where a staff member rejects an offer of redeployment to a suitable vacant position, as defined at clause 70.2, the Vice-Chancellor may terminate her or his employment on the basis of the severance benefit outlined in the table below.

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69.2 Early Separation

69.2.1 A staff member who has been given notice pursuant to sub-clause 68.1 may, with the University's agreement, choose to take early separation in which case the redeployment process will cease immediately and the staff member will receive upon termination:

a) Payment in lieu of salary for the unexpired portion of the eight week redeployment period; and

b) Payment in lieu of notice specified in sub-clause 69.3; and

c) Severance payments specified in sub-clause 69.4.
69.2.2 Where the staff member is subject to an extended redeployment period as described in sub-clause 69.1.1, and the staff member subsequently elects early separation, the redeployment process will cease and the staff member shall receive upon termination:

a) Payment in lieu of notice specified in sub-clause 69.3; and

b) Severance payments specified in sub-clause 69.4 less the extended period of redeployment actually taken i.e. the period of redeployment beyond eight weeks.

69.3 Notice Period

69.3.1 A staff member who has not been redeployed by the end of the redeployment period specified in sub-clause 69.1 will be given five weeks' notice of the date on which he or she will be retrenched. On retrenchment the staff member will receive a severance payment as defined in sub-clause 69.4 below, unless the staff member has elected to extend the redeployment period.

69.3.2 By agreement, the staff member may take immediate separation during the notice period, in which case the balance of the notice period will be paid to the staff member in addition to the severance payment as prescribed in sub-clause 69.4 below.

69.4 Severance Payments

69.4.1 Subject to the provisions of sub-clause 69.1.2, the severance payment shall be determined as follows:

a) Under 45 years of age - 34 weeks pay

b) 45 years of age and over - 55 weeks pay

c) Payment for long service leave on a pro-rata basis.

69.4.2 All payments under this sub-clause shall be calculated on the staff member's substantive salary.

69.5 Leave to Attend Interviews and Outplacement Support

69.5.1 During the redeployment period set out in sub-clause 69.1 and the notice period set out in sub-clause 69.3, the staff member will be eligible for:

a) Time 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;

b) Outplacement support to a maximum value of $300.00.

69.6 Review

69.6.1 A staff member may apply to the Vice-Chancellor within ten working days of receiving written notification of termination in accordance with sub-clause 68.1, for a review of the decision to terminate her or his employment on the grounds that the University did not act fairly in making the decision to terminate, or that the rules of natural justice were not applied, or that the decision was discriminatory. This application will not delay any redeployment process.

69.6.2 An application will be referred to the Review and Appeals Committee (RAC). The terms of reference of the RAC are to investigate whether the process leading to the decision to terminate was in accordance with sub-clause 69.6.1. The RAC must be established and the matter referred to the Committee within five working days of the referral. The RAC must determine the matter within no more than 15 working days after the referral.
69.6.3 If the RAC does not complete its deliberations within 15 working days, it must make application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion which must not exceed a further ten working days.

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

69.6.5 Should the RAC determine that the process was complied with by the University, the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the staff member by two weeks, if the staff member wishes to be redeployed. The termination action shall otherwise continue.

69.6.6 Should the RAC determine that the University did not act according to the principles outlined in sub-clause 69.6.1 above, the matter shall be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action. In making a determination, the Vice-Chancellor must take into account the findings of the RAC.

70 Redeployment of Professional Staff

70.1 Redeployment means the transfer of a staff member to employment in a suitable vacant position, as a consequence of a situation of redundancy arising from a position being determined by the University as excess to requirements.

70.2 A suitable vacant position means a position at the staff member's current classification level:

70.2.1 where the staff member meets the selection criteria; or

70.2.2 where the staff member substantially meets the selection criteria and could perform satisfactorily within a reasonable time; or

70.2.3 the position is reasonably and readily capable of being redesigned to accommodate the staff member; and

70.2.4 which is to be filled at the same fraction of full-time as the staff member was employed in the position identified or likely to be identified, as excess to requirements, or an alternative fraction if the University and the staff member agree.

70.3 Redeployment procedures apply to all continuing and fixed-term contract staff members who occupy positions identified as being or are likely to be in excess of the requirements of the University and which may or will lead to a situation of redundancy. University obligations with respect to fixed-term contract staff members are limited to the duration of the contract of employment.

70.4 Responsibility for the implementation of redeployment is vested with Human Resources Department. The University Redeployment of Professional Staff Policy in effect as of the date of approval of this Agreement, including any changes arising from the operation of sub-clause 7.2 of this Agreement, shall apply to Redeployment of Professional Staff.

71 Redundancy - Academic Staff Members

71.1 Irrespective of any other measure which may be agreed under sub-clauses 68.2 and 68.3, an academic staff member who has been provided with information as required under sub-clause 68.1 shall be invited at that time to apply to the Vice-Chancellor within eight weeks to take voluntary separation.
71.2 Voluntary separation shall be on the basis of the following benefits:

71.2.1 a sum calculated at the rate of two weeks' salary per completed year of service with the University to a maximum entitlement of 52 weeks' salary;

71.2.2 payment on a pro rata basis for long service leave calculated on completed years of service;

71.2.3 six months' notice from the date of acceptance of an application for voluntary separation;

71.2.4 A staff member may request the University to waive all or part of the six month notice period. Where an agreement is reached between the staff member and the University to waive all or part of the six month notice period the staff member shall receive payment for the balance of the six month notice period;

71.2.5 all payments under this sub-clause shall be calculated on the staff member’s salary at the date of cessation of employment; and

71.2.6 the benefits in this sub-clause are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

71.3 The Vice-Chancellor may formally advise in writing any staff member who has failed to apply for voluntary separation that the staff member is excess to the University's requirements and shall be given the following notice of termination of employment:

<table>
<thead>
<tr>
<th>Age</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 40</td>
<td>6 months</td>
</tr>
<tr>
<td>40</td>
<td>7 months</td>
</tr>
<tr>
<td>41</td>
<td>8 months</td>
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<td>42</td>
<td>9 months</td>
</tr>
<tr>
<td>43</td>
<td>10 months</td>
</tr>
<tr>
<td>44</td>
<td>11 months</td>
</tr>
<tr>
<td>45</td>
<td>12 months</td>
</tr>
</tbody>
</table>

71.4 A staff member who has received notice pursuant to sub-clause 71.3 above may request to waive all or part of the notice period. Where an agreement is reached between the staff member and the University to waive all or part of the notice period the staff member shall receive payment for the balance of the notice period, and the severance payment under sub-clause 71.6.

71.5 The University will use its best endeavours to find suitable work to a staff member who has received notice pursuant to sub-clause 71.3. However, if the University determines that there is insufficient work available at any time during the notice period (and if the original decision to terminate employment hasn’t been overruled at the conclusion of the review process pursuant to sub-clause 71.7 below), it may terminate employment, in which case the staff member will receive payment for the balance of the notice period (including the employer superannuation contribution payable to the staff member had he or she been able to work out the notice period), four weeks pay and the severance payment under sub-clause 71.6.

71.6 Severance

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year</td>
<td>2 years</td>
</tr>
<tr>
<td>but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years</td>
<td>3 years</td>
</tr>
<tr>
<td>3 years</td>
<td>4 years</td>
</tr>
<tr>
<td>4 years</td>
<td>5 years</td>
</tr>
<tr>
<td>5 years</td>
<td>6 years</td>
</tr>
<tr>
<td>6 years</td>
<td>7 years</td>
</tr>
<tr>
<td>7 years</td>
<td>8 years</td>
</tr>
<tr>
<td>10 weeks</td>
<td>11 weeks</td>
</tr>
<tr>
<td>13 weeks</td>
<td></td>
</tr>
</tbody>
</table>
71.7 Where a staff member has been formally advised under sub-clause 71.3 (or sub-clause 46.5.3 in the case of an ATS) that he or she is an excess staff member he or she may, within five working days of such advice, lodge with the Vice-Chancellor an application for a review of the decision.

71.8 Upon receiving such an application, the Vice-Chancellor or nominee will immediately refer it to the Review and Appeals Committee. The terms of reference of the Review and Appeals Committee are to consider:

71.8.1 whether a genuine decision was taken by the University that an academic position or positions should not be filled by anyone or that there was a number of staff members in a category who were excess to the requirements of the University;

71.8.2 whether fair and objective criteria were used to select staff to be identified as excess staff members; and

71.8.3 whether genuine and adequate consultation was entered into under sub-clause 68.2; and

71.8.4 whether adequate consideration was given to measures to avert or mitigate the adverse effects of the termination.

71.9 If the Review and Appeals Committee decides that fair process was not observed it shall report this fact to the Vice-Chancellor setting out its reasons, specifically identifying what failures of process had taken place.

71.10 If the Vice-Chancellor receives a report to the effect that fair process was not observed, she or he shall reconsider her or his decision in the light of the committee’s report but may first take such steps to remedy the perceived unfairness as seem to her or him reasonable.

71.11 In reconsidering her/his decision the Vice-Chancellor shall consider:

71.11.1 measures to avert the termination or avert or minimise the terminations;

71.11.2 measures to mitigate the adverse effects of the termination(s). Such measures may include redeployment, voluntary early retirements, secondments or offers of voluntary separation packages.

71.12 The Vice-Chancellor’s decision shall be final, provided nothing in this sub-clause shall be construed as excluding the jurisdiction of any court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

71.13 Leave, Expenses and Maintenance of Salary - Academic Staff

71.13.1 From the time an academic staff member receives notice under sub-clause 71.3 of this Agreement that she or he is an ‘excess’ staff member, she or he shall be entitled to reasonable leave as determined by the Vice-Chancellor with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

71.13.2 Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of his/her position being excess to requirements shall be reimbursed to the staff member.
71.13.3 Where, as an agreed measure to mitigate the effects of a staff member's position being excess to requirements, the staff member is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, normal salary shall be maintained during the arrangement for the period described in sub-clause 71.3; however, where the employment is ultimately terminated, the periods described in this sub-clause and in sub-clause 71.3 are not cumulative.

**MISCELLANEOUS PROVISIONS**

72 **Role of Workplace Representatives**

72.1 A staff member appointed NTEU area representative in the organisational unit in which he/she is employed shall upon notification by the NTEU to the University be recognised as the accredited representative of the NTEU and shall be allowed the necessary time during working hours to conduct discussions with the University's representative(s) on matters affecting staff members represented, provided that such discussions shall not unduly disrupt the operation of the area representative's work unit.

72.2 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.

73 **Leave for Attending Proceedings under the Fair Work Act 2009**

73.1 Leave of absence shall be granted to staff members who are affected by any relevant proceedings under the Fair Work Act 2009 or the regulations thereunder on the following conditions:

73.1.1 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;

73.1.2 leave of absence for conduct of a case shall be with full pay;

73.1.3 leave of absence for preparation of a case shall be without pay and shall not exceed three months in any twelve months.

74 **Training in Industrial Relations and Dispute Resolution**

74.1 Subject to this clause, the University will grant leave of absence on full pay for up to five working days in any one calendar year to a staff member for the purpose of attending courses or seminars concerning University staffing matters, industrial relations, or dispute resolution, subject to the following conditions:

74.1.1 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;

74.1.2 the scope, content and level of the courses must be such as to contribute to a better understanding of industrial relations.

74.2 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.
# SCHEDULE 1 - Salaries

## Academic Staff

<table>
<thead>
<tr>
<th>Award Class</th>
<th>4/06/2012 (Pursuant to previous Agreement)</th>
<th>31/12/2013 2.50%</th>
<th>31/12/2014 2.50%</th>
<th>31/12/2015 3.50%</th>
<th>31/12/2016 3.50%</th>
<th>31/12/2017 4.50%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level A</strong></td>
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<tr>
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<td>$56,705</td>
<td>$58,123</td>
<td>$60,157</td>
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<tr>
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<tr>
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<tr>
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<td>$114,419</td>
<td>$117,279</td>
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<td>$125,632</td>
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<tr>
<td><strong>Level D</strong></td>
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</tr>
<tr>
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<td>$119,481</td>
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<td>$153,910</td>
<td>$157,758</td>
<td>$163,279</td>
<td>$168,994</td>
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</tr>
</tbody>
</table>

Note: Any level A academic required to carry out full subject coordination 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.
### Sessional Academic Staff

<table>
<thead>
<tr>
<th>Award Class</th>
<th>4/06/2012 (Pursuant to previous Agreement)</th>
<th>31/12/2013 2.50%</th>
<th>31/12/2014 2.50%</th>
<th>31/12/2015 3.50%</th>
<th>31/12/2016 3.50%</th>
<th>31/12/2017 4.50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>LECTURE:</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Basic</td>
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<tr>
<td>MARKING:</td>
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<tr>
<td>Standard</td>
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<td>$78.78</td>
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<tr>
<td>Other activities</td>
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<td>$39.39</td>
<td>$40.77</td>
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</tr>
<tr>
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<td>$78.78</td>
<td>$81.53</td>
<td>$84.39</td>
<td>$88.18</td>
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<tr>
<td>MINIMUM IF HOLD PHD OR PERFORM FULL SUBJECT COORDINATION DUTIES</td>
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<tr>
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<td>$47.10</td>
<td>$48.75</td>
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<tr>
<td>Music Accompanist</td>
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<td>$94.21</td>
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<td>$100.92</td>
<td>$105.46</td>
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</tbody>
</table>

### Professional Staff

<table>
<thead>
<tr>
<th>Award Class</th>
<th>4/06/2012 (Pursuant to previous Agreement)</th>
<th>31/12/2013 2.50%</th>
<th>31/12/2014 2.50%</th>
<th>31/12/2015 3.50%</th>
<th>31/12/2016 3.50%</th>
<th>31/12/2017 4.50%</th>
</tr>
</thead>
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SCHEDULE 2 - Calculation of Academic Sessional Rates

PRINCIPLES

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

(i) preparing of lectures, tutorials or undergraduate clinical nurse education sessions;
(ii) any marking performed during the lecture, tutorial or undergraduate clinical nurse education session;
(iii) administration of relevant records of students for whom the casual staff member is responsible.
(iv) consultation with students involving face to face and email consultation prior to and following a lecture or tutorial.
(v) attendance at meetings specifically for the purpose of assisting the casual staff member to prepare for their lecture 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, 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 formulæ:

1.1 Lecturing, performance of other duties involving full-time unit coordination, and complex marking rate

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:

\[
\text{Level B } 2/52 + 25\% = 37.5
\]

1.2 Rate applicable to possession of a relevant doctoral qualification

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

\[
\text{Level A } 6/52 + 25\% = 37.5
\]

1.3 Rate applicable to all other duties

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

\[
\text{Level A } 2/52 + 25\% = 37.5
\]

2. LECTURING

A casual academic required to deliver a lecture or seminar (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 table:

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

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.

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.

3. TUTORING

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 table:

**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.

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.

4. MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES

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

For the purposes of this sub-clause, 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.

5. UNDERGRADUATE CLINICAL NURSE EDUCATION

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 table:

**Type of undergraduate clinical nurse education and associated working time assumed**

**Little preparation required**
(1 hour of delivery and 0.5 hours associated working time)
Normal preparation time
(1 hour of delivery and 1 hour associated working time) 

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

6. **MARKING**

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.

<table>
<thead>
<tr>
<th>Type of marking</th>
<th>Payment per hour of marking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard marking</td>
<td>(rate based on 1.3).</td>
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</tbody>
</table>

Standard marking, where the staff member possesses a relevant doctoral qualification or whose duties include full unit coordination. (rate based on 1.2).

Complex marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to a staff member at Level B status. (rate based on 1.1).

**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.

7. **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 coordination 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, repetiteur 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 subject coordination;
- 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 3 - Day Child Care Workers

1. **PREAMBLE**
   All terms and conditions of this Agreement will apply to staff members engaged by Victoria University in Children's Services, except as provided in this schedule. If the terms of this schedule and the Agreement are in conflict then the terms of this schedule prevail over this Agreement.

2. **APPLICATION OF SCHEDULE**
   This schedule applies to staff members engaged by Victoria University in Children's Services to work at Footscray Park Child Care Centre, Footscray Nicholson Child Care Centre, Newport Child Care Centre, Werribee Child Care Centre, or other locations as may be required from time to time to provide Children's Services.

3. **HOURS OF WORK**

   3.1. **38 hour week (Day Child Care Workers only)**

   The hours for an ordinary week's work shall be an average of 38 for full-time staff members, to be worked between the hours of 6.30 am and 6.30 pm.

   Full-time staff members may be rostered to work the ordinary hours of work by utilising one of the following methods:

   (a) 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

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

   (c) 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 shall be taken at a time or times mutually agreed upon, or subject to reasonable notice by the University or the staff member.

   In each centre an assessment should be made by the University and the staff member as to the appropriate method of implementation of a 38 hour week.

   In the absence of agreement being reached at the centre on the implementation of the 38 hour week, the matter shall be dealt with by the appropriate line manager.

   3.2. **Notice of days off (Day Child Care Workers only)**

   Except as provided in 3.1 (a) staff members entitled to a day off during their roster cycle shall where possible be advised by the University at least four weeks in advance of the weekday she/he is to take off.

   3.3. **Substitute days (Day Child Care Workers only)**

   An individual staff member with the agreement of her/his supervisor may substitute the day she/he is to take off for another day.

   Where the system of working provides for the taking of rostered days off, the maximum number of rostered days off shall be 13 in any one calendar year, provided that one of the rostered days will be so arranged to include a period of annual leave.

   Where a rostered day off coincides with a period of compassionate leave, long service leave, workers' compensation, accident pay, sick leave, annual leave, or special leave granted by the University, no additional or substitute day shall be granted so as to effect double counting.
3.4. Rostered day off falling on public holiday (Day Child Care Workers only)
A staff member whose rostered day off or rostered four hours off falls on a public holiday prescribed by this Agreement shall be granted an alternative day off or four hours off to be determined by mutual agreement between the supervisor and the staff member.

3.5. 38 hour week (Kindergarten and Play Centre Assistants only)
The ordinary hours of work, exclusive of meal breaks, shall 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 7am and 6pm.
The University shall, by legible notice displayed at some place accessible to all staff members, notify the hours of commencing and ceasing work and the times of meal breaks. Such hours, once notified, shall not be changed except by seven days’ clear notice to the staff member or by mutual agreement between the University and the staff member.

4. Classification and Wage Rates

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<th>Class Level Descriptions</th>
<th>Award Class Level</th>
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<th>31/12/2014 2.50%</th>
<th>31/12/2015 3.50%</th>
<th>31/12/2016 3.50%</th>
<th>31/12/2017 4.50%</th>
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SCHEDULE 4 - Fitness Centre Workers

1. **Scope and Application**
   This schedule covers casual staff members and casual instructors engaged by Victoria University whilst working in the Aquatic and Fitness Centre at Footscray Park Campus.

2. **Types of Employment**

   **General**
   Staff members under this Schedule will be employed in one of the following categories:
   
   (a) Casual staff members, or
   
   (b) Sessional instructor (casual)
   
   At the time of engagement the employer will inform the staff member of the terms of her/his engagement.

   **Casual employment**
   Casual staff members may be engaged under this Schedule subject to the following conditions:
   
   (a) Casual staff members will be paid an hourly rate of pay as set out in clause 3 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.

   **Sessional Instructors**
   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.

   Sessional Instructors are paid on an hourly basis and are not subject to a minimum of three hours work.

3. **Classification and Wage Rates**

   **Adult Staff Members**

<table>
<thead>
<tr>
<th>Class Level Descriptions</th>
<th>4/06/2012 (Pursuant to previous Agreement)</th>
<th>31/12/2013</th>
<th>31/12/2014</th>
<th>31/12/2015</th>
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<td>$29.68</td>
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</table>

4. **Uniforms and protective clothing**
   Where such clothing is provided by the employer, it will remain the property of the employer.

5. **Hours of Work**
   Hours of work for casual staff members fall between the hours of 5.00am to 11.00pm Monday to Sunday inclusive.

   Work undertaken outside the normal scope of hours will be paid at the rate of time and a half.

6. **Breaks**
   Meal breaks

   A casual staff member engaged for in excess of five hours will be allowed an unpaid meal break of 30 minutes.

   No casual staff member will be required to work more than five hours without a break for a meal.
SCHEDULE 5 - Foundation Studies

1. PREAMBLE
   All provisions of this Agreement will apply to staff members engaged by Victoria University as Foundation Studies academic teachers, except as provided in this schedule. If the terms of this schedule and the Agreement are in conflict then the terms of this schedule prevail over this Agreement.

2. APPLICATION OF SCHEDULE
   Foundation Studies academic teacher means an employee engaged to teach students, where a majority of the employee’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.

   To avoid doubt this schedule does not apply to foundation studies programmes or bridging course teaching undertaken by TAFE teachers, or

   - any vocational education and training (VET) teaching leading to qualifications recognised within the AQF;
   - any ELICOS and TESOL teaching;
   - any LOTE teaching;
   - any English language, literacy and numeracy teaching;
   - any English language teaching in migrant education programmes; or
   - any community and adult education teaching not leading to qualifications recognised by the AQF.

3. CONTACT HOURS
   3.1 The ordinary hours of work under this Schedule shall be 37.5 per week.

   3.2 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.

4. EXCLUSIONS
   The following provisions of this Agreement will not apply to Foundation Studies academic teachers:
   - Sub-clause 16.2.2 and Schedule 2 - Calculation of Academic Sessional Rates
   - Sub-clause 16.3 Access to professional development for Academic Sessionals
   - Clause 21 Academic Supervision
   - Clause 28 Academic Staff Classification Structure
   - Clause 45 Academic Work Allocation Frameworks
   - Clause 63 Termination of Employment on the Grounds of Ill Health – Academic Staff
   - Schedule 9 Minimum Standards for Academic Levels
5. CLASSIFICATION AND SALARY RATES

<table>
<thead>
<tr>
<th>Classification Levels</th>
<th>4/06/2012 (Pursuant to previous Agreement)</th>
<th>31/12/2013 2.50%</th>
<th>31/12/2014 2.50%</th>
<th>31/12/2015 3.50%</th>
<th>31/12/2016 3.50%</th>
<th>31/12/2017 4.50%</th>
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CASUAL SALARY RATES

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

\[
\text{Level 2/52 + 25\%} \\
37.5
\]
SCHEDULE 6 - Classification and Reclassification of Professional Staff Positions

Classification Committee

This Agreement establishes a Victoria University Professional Staff Classification Committee.

The Committee shall consist of four members:

- Two persons from within the University chosen by People and Culture; and
- Two persons from within the University nominated by the President of the NTEU Branch at the University.

In reaching a recommendation, the Classification Committee may consult with the supervisor/head of department and/or the incumbent and may request further written information from the incumbent/supervisor/head of department.

The Classification Committee shall record the process and reasons for reaching its recommendations.

Classification Process – Vacant/new positions

1. All new HEW 9/10 positions at the University shall be evaluated by a job evaluator nominated by People and Culture.

2. Classification of new HEW1/8 positions is to be undertaken by the Victoria University Professional Staff Classification Committee.

Classification Review Process – Incumbent in position

3. A staff member and/or supervisor may seek a review of the classification of an existing position where the duties and responsibilities of the position have changed significantly and/or it is considered that the position is no longer appropriately classified. A review will be initiated by the incumbent, supervisor, or head of department by writing to the other parties identifying where the duties and responsibilities of the position have changed significantly and/or it is considered that the position is no longer appropriately classified.

4. A revised position description reflecting the changed duties should be agreed between the staff member and the supervisor. The date of effect of any reclassification will be the date upon which the application for review was initiated by notice in writing.

5. In circumstances where agreement cannot be reached on a revised position description, the Head of Department and/or Dean/Director shall determine the duties to be contained in the position description.

6. Classification reviews of revised positions are to be undertaken by the Victoria University Professional Staff Classification Committee.

Appeals Process

7. A staff member may appeal the outcome of a classification review on the grounds that:
   
   7.1. there has been a breach of process; or
   
   7.2. inadequate or inappropriate documentation was provided to the evaluators; or
   
   7.3. documentation provided to the evaluators was misinterpreted; or
   
   7.4. where further information has come to hand.

8. Appeals against a classification shall be referred to the Review and Appeals Committee by the VP People and Culture.

9. The Review and Appeals Committee can recommend to the Vice-Chancellor or nominee:
   
   9.1. that the classification decision is confirmed and no change to the classification is to be implemented; or
   
   9.2. that a further review of the classification be undertaken; or
   
   9.3. that the appeal be upheld and a higher classification level will be assigned.

10. Review and Appeals Committee meetings shall, wherever practicable, be convened within fifteen working days of an appeal being lodged.

11. The staff member shall be advised of the outcome of their appeal within five working days of the decision being made.
12. The Review and Appeals Committee will make a recommendation to the Vice-Chancellor who would normally accept the committee’s recommendation (unless there would seem to have been a breach of process). Recommendations of the Review and Appeals Committee shall, when endorsed by the Vice-Chancellor or nominee, apply from the date upon which the application for review was initiated by notice in writing.

Procedures

13. Procedures for the implementation of this Schedule will be agreed between the University and NTEU. Such procedures shall be subject to variation only by mutual agreement of the parties to the Agreement
SCHEDULE 7 - Grievance Procedures

1 The principles to be observed in the conduct of any grievance procedures are: to ensure fair and consistent treatment for staff; to give prompt consideration to complaints; to ensure confidentiality and natural justice; and to promote resolution as close to the working level of those to whom the grievance relates as possible.

2 There will be an emphasis on the use of counselling, mediation, and conciliation as the preferred mode of dealing with grievances.

3 A grievance may relate to any matter arising from the employment of a staff member other than:
   3.1 those matters which are dealt with specifically in this Agreement; or
   3.2 where specific internal appeals procedures exist (e.g. position classifications, appointments and promotions, sexual harassment, SSP leave).

4 Where the matter falls within the province of relevant legislation (e.g. discrimination under the Equal Opportunity Act, dismissal under Fair Work Act) these Grievance Procedures may be utilised in the first instance. If satisfactory resolution is not achieved, recourse to the relevant legislation procedures will be available.

5 Every effort should be made to resolve the grievance at an informal level where appropriate.

6 A staff member concerned shall have the right to the assistance of a representative where they so choose.

7 In the first instance, a staff member shall raise the grievance with their immediate supervisor. The staff member will advise the supervisor in writing of the substance of the grievance and the remedy sought.

8 In circumstances where the grievance relates to the behaviour of the supervisor, and the aggrieved staff member considers that it would be inappropriate to discuss the grievance with the supervisor, the aggrieved staff member may discuss the grievance with the next level of management.

9 On receipt of a written grievance, any person with whom the grievance has been lodged will, within five working days, take appropriate action to discuss the grievance with all persons directly concerned. The purpose of these discussions will be to secure a settlement of the matter giving rise to the grievance.

10 Where discussions between the staff member and their supervisor fail to resolve the grievance the staff member shall refer the grievance to the next level of management for resolution. The staff member will refer the grievance to the next level of management in writing identifying the substance of the grievance, the steps that have been taken to resolve the grievance, and the remedy sought and shall forward a copy to the VP People and Culture.

11 If the grievance is not resolved within ten working days of referral to the next level of management the staff member may request either that the VP People and Culture refer the grievance to an external conciliator, or that the matter be referred to the Review and Appeals Committee.

12 The conciliator shall be agreed between the VP People and Culture and the aggrieved member of staff. The independent conciliator shall investigate the matter and attempt to facilitate a fair and reasonable conclusion to the grievance as expeditiously as possible and shall have access to all relevant documents. If the grievance is resolved at this stage the conciliator shall inform the VP People and Culture of the outcomes.

13 Failing resolution of the grievance within a reasonable time, the independent conciliator shall provide a written report and recommendation on the terms of resolution to the Vice-Chancellor who shall determine the matter. The aggrieved member of staff shall normally receive a copy of the conciliator's report from the Vice-Chancellor. If the Vice-Chancellor decides not to provide the conciliator's report to the aggrieved staff member reasons will be provided within ten working days.
SCHEDULE 8 - Professional Staff HEW Classification Descriptors

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

Occupational Equivalent
Cleaner, Labourer, Trainee for Level 2 duties.

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

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

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

Established procedures exist.

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

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

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

HIGHER EDUCATION WORKER LEVEL 2

Training Level or Qualifications
Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training 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.

HIGHER EDUCATION WORKER 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 of technical functions equivalent to:

(i) completion of a trades certificate; or

(ii) completion of year 12, with relevant work experience; or

(iii) 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/secertarial.

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:

(i) assist a technical officer in operating a laboratory, including ordering supplies
(ii) assist in setting up routine experiments
(iii) monitor experiments for report to a technical officer
(iv) assist with the preparation of specimens
(v) 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:

(i) 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.

(ii) 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.

(iii) process accounts for payment.

HIGHER EDUCATION WORKER 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:

(i) completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;

(ii) completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or

(iii) 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 stand alone work.

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

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

Judgement, Independence and Problem Solving
In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
In 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:
(i) work on complex engineering or interconnected electrical circuits
(ii) exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:
(i) develop new equipment to criteria developed and specified by others
(ii) 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
(iii) demonstrate the use of equipment and prepare reports of technical nature as directed.

In library technician positions:
(i) undertake copy cataloguing
(ii) use a range of bibliographic databases
(iii) undertake acquisitions
(iv) respond to reference inquiries.

In clerical/secretarial positions:
(i) 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
(ii) be responsible for providing a full range of secretarial services in a faculty

(iii) plan and set up spreadsheets or data base applications

(iv) provide advice to students on enrolment procedures and requirements, administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

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

(i) completion of a degree without subsequent relevant work experience; or

(ii) completion of an associate diploma and at least 2 years subsequent relevant work experience; or

(iii) completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or

(iv) 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:

(i) develop new equipment to general specifications

(ii) 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

(iii) under broad direction, set up, monitor and demonstrate standard experiments and equipment use

(iv) prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

(v) 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:

(i) work as part of a research team in a support role

(ii) provide a range of library services including bibliographic assistance,

(iii) original cataloguing and reader education in library and reference services

(iv) provide counselling services.

HIGHER EDUCATION WORKER 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:

(i) a degree with subsequent relevant experience; or

(ii) extensive experience and specialist expertise or

(iii) broad knowledge in technical or administrative fields; or

(iv) 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:
(i) manage a teaching or research laboratory or a field station
(ii) provide highly specialised technical services
(iii) set up complex experiments
(iv) design and construct complex or unusual equipment to general specifications
(v) assist honours and postgraduate students with their laboratory requirements
(vi) install, repair, provide and demonstrate computer services in laboratories.

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

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

HIGHER EDUCATION WORKER LEVEL 7

Training Level or Qualifications
Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
(i) a degree with at least 4 years subsequent relevant experience; or
(ii) extensive experience and management expertise in technical or administrative fields; or
(iii) 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.

HIGHER EDUCATION WORKER LEVEL 8

Training Level or Qualifications
Persons employed at level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
(i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
(ii) extensive experience and management expertise; or
(iii) 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.

HIGHER EDUCATION WORKER LEVEL 9

Training Level or Qualifications

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

(i) postgraduate qualifications and extensive relevant experience; or

(ii) 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 activates and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER 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:

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

Occupational Equivalent
Senior program, research or administrative manager.

Level of Supervision
Broad direction. 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 9 - 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 Teaching and Research 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 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 (inclusive of creative disciplines):
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.
### SCHEDULE 10 - Components of Academic Work

<table>
<thead>
<tr>
<th>Basic service &amp; scholarship %</th>
<th>Research, allocated service and leadership %</th>
<th>Teaching or supervision allocation %</th>
<th>Maximum contact teaching hours per week*</th>
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<tbody>
<tr>
<td>20</td>
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<td>70</td>
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<tr>
<td>Minimum teaching</td>
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<td>15</td>
<td>3</td>
</tr>
</tbody>
</table>

*One hour of contact teaching corresponds to a 5% work allocation.

For example, with reference to the former "research active" category, an academic with a 20% research allocation and no allocated service/leadership allocation will teach 12 contact hours per week (including equivalent supervision).
SIGNATORIES

Signed for and on behalf of VICTORIA UNIVERSITY

[Signature]

Professor Peter Dawkins
Vice-Chancellor & President
Victoria University
Ballarat Road, Footscray Victoria, 3011
[Authorised to sign this Agreement in accordance with s.26 of the Victoria University Act 2010].

dated 18/12/2013

Signed for and on behalf of the NATIONAL TERTIARY EDUCATION INDUSTRY UNION

[Signature]

Grahame McCulloch
General Secretary
National Tertiary Education Union
120 Clarendon Street
Southbank, Victoria, 3006

[Authorised to sign this agreement in accordance with Rule 21 (and in some cases Rule 57) of the Registered Rules of the National Tertiary Education Union].

dated 13/12/2013
9 January 2014

Michelle Reynolds
Associate to Commissioner Bissett
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: chambers.bissett.c@fwc.gov.au

Dear Ms Reynolds,

RE: Application for approval of the Victoria University Enterprise Agreement 2013 (AG2013/12056)

I am responding to your email of 7 January 2014 in which you indicated that the Fair Work Commission is prepared to accept an undertaking from Victoria University with respect to clause 62.3.1(a) of the proposed Victoria University Enterprise Agreement 2013.

Victoria University provides the following undertaking:

With respect to sub-clause 62.3.1(a) of the Victoria University Enterprise Agreement 2013, the misconduct referred to in the sub-clause is a reference to the misconduct defined in sub-clause 62.1.12.

If you wish to discuss this further please contact Tim Faulkner, Workplace Relations Consultant, on (03) 9919 9566 or tim.faulkner@vu.edu.au.

Regards,

[Signature]

Professor Duncan Bentley
Acting Vice-Chancellor

CC: Mr Lawrence D'Lima, Acting Vice-President, People and Culture, Victoria University
Dr Paul Adams, Victoria University NTEU Branch President
Mr Russel Baader, Industrial Organiser, NTEU