



Proposed Enterprise Agreement 2023

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Division 1 – General Terms

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1.2 TITLE

The title of this agreement is the *University of Melbourne Enterprise Agreement 2023 (Agreement)*.

1.3 DATE & PERIOD OF OPERATION

- 1.3.1 This Agreement will come into operation seven days after the date on which the Fair Work Commission (**FWC**) approves the Agreement (**Commencement Date**).
- 1.3.2 The nominal expiry date of this Agreement shall be two (2) years from the Commencement Date.
- 1.3.3 Negotiations to replace this Agreement will commence no less than six months prior to the nominal expiry date at clause 1.3.2.

1.4 SCOPE OF THE AGREEMENT

This Agreement covers:

- 1.4.1 The University of Melbourne (**University**);
- 1.4.2 all Employees whose employment is covered by either Division 2 (Academics), Division 3 (Professional, Administration and Support Occupation Employees), or Division 4 (Casual Employees) of the Agreement and who are employed by the University as at the Commencement Date and thereafter, excluding individuals employed by:
 - 1.4.2.1 the Melbourne Theatre Company; and
 - 1.4.2.2 subsidiaries of the University,
(**Employees**);
- 1.4.3 the National Tertiary Education Industry Union (**NTEU**); and
- 1.4.4 Employee associations who give notice in accordance with section 183(1) of the *Fair Work Act 2009* (Cth) (**FW Act**) and the FWC notes in its decision to approve the Agreement (**Unions**);
(together, **the Parties**).

1.5 OPERATION OF THE AGREEMENT

- 1.5.1 This Agreement supersedes all previous enterprise agreements made under the FW Act (or predecessor legislation), memoranda of understanding, heads of agreement, and undertakings, commitments, or settlements through dispute resolution or exchange of correspondence.
- 1.5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this

Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- 1.5.3 Division 1 of the Agreement applies to all Employees, while Division 2 applies only to Academic Employees engaged under a Continuing or Fixed-Term employment contract, Division 3 applies only to Professional, Administration and Support Occupation Employees engaged under a Continuing or Fixed-Term employment contract, and Division 4 applies only to Employees engaged under a Casual employment contract. To the extent of any inconsistency between Division 1 and 2, or Division 1 and 3, or Division 1 and 4; Division 2, 3 and 4 will prevail respectively.

1.6 INTERPRETATION

In interpreting the Agreement:

- 1.6.1 a reference to a position and organisational title is to be read as an equivalent successor or replacement position, or to the closest equivalent successor or replacement position;
- 1.6.2 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 1.6.3 words importing a gender include every other gender and the collective reference to “their” and “they” includes all genders;
- 1.6.4 words in the singular include the plural and words in the plural include the singular; and
- 1.6.5 a reference to State or Federal legislation includes amendments and/or successors to that legislation.

1.7 UNIVERSITY POLICY

- 1.7.1 University policies and associated procedures, processes, guidance notes, work instructions and systems of work (**University Policy**) are separate to and do not form part of the Agreement. Reference to University Policy in the Agreement is incidental to the Agreement and does not incorporate the referenced University Policy as a term of the Agreement.
- 1.7.2 Pursuant to clause 1.7.1, the University undertakes to continue the practice of consulting Employees and their representatives on the introduction of new, or significant change to existing, University Policy on employment matters (excluding processes, guidance notes, work instructions and systems of work associated with policy).

1.8 PROMOTING INCLUSION & DIVERSITY

- 1.8.1 The Parties will act collaboratively to advance appropriate workplace behaviours and address instances of racism, discrimination, harassment, assault and bullying in the workplace. The University will continue to promote awareness of the University’s policies and practices through mandatory training as determined by the University.

1.8.2 Having regard to the availability of suitably qualified Employees, the University will apply all practical endeavours to ensure:

1.8.2.1 appropriate gender balance on selection and promotion panels if and when convened;

1.8.2.2 appropriate representation by no less than one Aboriginal and/or Torres Strait Islander person on selection panels for Indigenous identified positions as and when convened.

1.9 INDIVIDUAL FLEXIBILITY ARRANGEMENT

1.9.1 The University and an Employee may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:

1.9.1.1 the IFA deals with one or more of the following matters:

- (a) arrangements about when work is performed, such as working hours;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading;

1.9.1.2 the IFA meets the genuine needs of the University and the Employee in relation to one or more of the matters mentioned at clause 1.9.1.1; and

1.9.1.3 the IFA is genuinely agreed to by the University and the Employee.

1.9.2 The University must ensure that the terms of the IFA:

1.9.2.1 are about permitted matters under section 172 of the FW Act; and

1.9.2.2 are not unlawful terms under section 194 of the FW Act; and

1.9.2.3 result in the Employee being better off overall than the Employee would be if no IFA was made.

1.9.3 The University must ensure that the IFA:

1.9.3.1 is in writing; and

1.9.3.2 includes the name of the University and the Employee; and

1.9.3.3 is signed by the University and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

1.9.3.4 includes details of:

- (a) the terms of the Agreement that will be varied by the IFA; and
- (b) how the IFA 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 their employment as a result of the IFA; and
- (d) states the day on which the IFA commences.

1.9.4 The University must give the Employee a copy of the IFA within 14 days after it is agreed.

1.9.5 The University or Employee may terminate the IFA:

- 1.9.5.1 by giving no more than 28 days' written notice to the other party to the IFA; or
- 1.9.5.2 if the University and the Employee agree in writing at any time.

1.10 SALARY ADJUSTMENTS

1.10.1 Base Salaries will be increased by:

- 1.10.1.1 4% effective from 1 May 2024 and adjusted on the first full pay period immediately following 1 May 2024 (**first increase**);
- 1.10.1.2 2.5% effective from 1 May 2025 and adjusted on the first full pay period immediately following 1 May 2025 (**second increase**);
- 1.10.1.3 2% effective from 1 November 2025 and adjusted on the first full pay period immediately following 1 November 2025 (**third increase**).

1.10.2 Base Salaries are set out for each classification of this Agreement at Schedule A.

1.10.3 The Agreement sets out the minimum terms and conditions pertaining to Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) and minimum employer superannuation contributions. Nothing in the Agreement prevents the University, at its discretion, providing remuneration and benefits to Employees in addition to and separate from the entitlements set out in the Agreement.

1.11 SUPERANNUATION

- 1.11.1 Employees may elect which superannuation fund their employer superannuation contribution shall be paid to.
- 1.11.2 Where an Employee does not nominate a superannuation fund, their employer contributions will default to either:
 - 1.11.2.1 the Employee's 'Stapled Fund' as determined by the Australian Taxation Office; or
 - 1.11.2.2 if the Employee does not have a 'Stapled Fund', UniSuper.
- 1.11.3 For the purpose of this clause 1.11.3 only, "Salary" is as defined in the Uni Super Trust Deed. Employees engaged in Continuing or Fixed-Term employment will receive the employer superannuation contribution rate of 17% of Salary (as the term "Salary" is defined by the UniSuper Trust Deed).
- 1.11.4 Employees engaged in Casual employment will receive the employer superannuation contribution rate prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth); currently set at 11% of Ordinary Time Earnings.
- 1.11.5 Ordinary time earnings has the meaning given to it by the *Superannuation Guarantee Administration Act 1992* (Cth), including the maximum contribution base (**Ordinary Time Earnings**).
- 1.11.6 An Employee engaged in Continuing or Fixed-Term employment may enter into a salary packaging arrangement with the University for superannuation.

Increased superannuation contributions

- 1.11.7 The Employee may elect to increase their voluntary superannuation contributions, in addition to the University's superannuation contribution, through pre-tax deduction of their salary.

- 1.11.8 Any pre-tax deduction (salary sacrifice) will not be deducted when calculating an Employee's payment on termination and so Employee payments on termination shall be based on the applicable salary that would have applied had the Employee not entered into a salary sacrifice arrangement.
- 1.11.9 Employees are encouraged to obtain personal financial advice on salary packaging at no cost or obligation to the University.
- 1.11.10 All applicable taxes and costs associated with salary sacrificing, including reasonable administrative costs, are to be met by the Employee through salary deduction.
- 1.11.11 ATO tax requirements arising from salary packaging remain the personal responsibility of the Employee. The Employee must regularly monitor their payslips and immediately bring to the attention of the University's Pay Office apparent issues regarding tax deductions.
- 1.11.12 An Employee who enters into a salary packaging arrangement with the University may elect, upon providing the Pay Office with 20 working days' written notice, to discontinue or amend the salary packaging arrangement.

1.12 SALARY PACKAGING

- 1.12.1 An Employee engaged in Continuing or Fixed-Term employment may enter into a salary packaging arrangement with the University, provided the University agrees and the arrangement is lawful and consistent with Australian Taxation Office (**ATO**) requirements.
- 1.12.2 Any pre-tax deduction (**salary sacrifice**) will not be deducted when calculating an Employee's payment on termination and so Employee payments on termination shall be based on the applicable salary that would have applied had the Employee not entered into a salary sacrifice arrangement.
- 1.12.3 Employees are encouraged to obtain personal financial advice on salary packaging at no cost or obligation to the University.
- 1.12.4 All applicable taxes and costs associated with salary sacrificing, including reasonable administrative costs, are to be met by the Employee through salary deduction.
- 1.12.5 ATO tax requirements arising from salary packaging remain the personal responsibility of the Employee. The Employee must regularly monitor their payslips and immediately bring to the attention of the University's Pay Office apparent issues regarding tax deductions.
- 1.12.6 An Employee who enters into a salary packaging arrangement with the University may elect, upon providing the Pay Office with 20 working days' written notice, to discontinue or amend the salary packaging arrangement.

1.13 BASE SALARY PAYMENTS

- 1.13.1 Base Salaries (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees), wages and applicable authorised overtime, penalty and allowance payments will be paid fortnightly by electronic funds transfer into a bank account nominated by the Employee (**Payroll**).

- 1.13.2 The University will endeavour to pay all verified and authorised overtime, penalty and allowance payments by the next pay cycle, and no later than four weeks from being claimed by the Employee through Payroll.
- 1.13.3 It is expected that an Employee will:
- 1.13.3.1 provide timely and accurate information to the University on salary and attendance related matters (including periods of absence);
 - 1.13.3.2 for Division 4 Casual employees, provide accurate time and attendance information within ten (10) business days of the shift being worked; and
 - 1.13.3.3 bring to the attention of the University's Pay Office any apparent errors detected on the payslip within a reasonable period from when the Employee became aware of the error.
- 1.13.4 Where an overpayment has been made to an Employee, the Employee will repay the nett amount by cheque, electronic funds transfer or payroll deduction either in full or through scheduled repayment as agreed between the Employee and the University. Agreement will not be unreasonably withheld. Outstanding overpayments at termination will be deducted from the Employee's final pay.
- 1.13.5 Where an Employee is underpaid, the University will apply all reasonable endeavours to expediently correct the underpayment by no later than the end of the next full pay period following notification to the University; with exception where the circumstances of the under-payment requires extensive investigation, verification and authorisation by the University.

1.14 PRIVATE MOTOR VEHICLE ALLOWANCE

- 1.14.1 An Employee may use their privately-owned motor vehicle for University business on condition that the:
- 1.14.1.1 University has given prior authorisation;
 - 1.14.1.2 Employee agrees;
 - 1.14.1.3 vehicle is roadworthy;
 - 1.14.1.4 vehicle is insured; and
 - 1.14.1.5 Employee has a valid driver's licence.
- 1.14.2 On occasion where the Employee uses their privately-owned vehicle for University business the Employee will:
- 1.14.2.1 be paid an allowance equivalent to the ATO's "Rate per Business Kilometre" for the kilometres travelled on business; and
 - 1.14.2.2 maintain an accurate travel log of kilometres travelled on business.

1.15 WORKFORCE PLANNING

- 1.15.1 The University, at its discretion, determines the nature, number, mix and tenure of positions within the University to satisfy organisational and budgetary requirements and in accordance with the Agreement.
- 1.15.2 The University acknowledges that, where appropriate, Continuing employment shall be the preferred option for the engagement of new Employees under this Agreement.

- 1.15.3 Broadly, for the purposes of this Agreement, workforce planning arranges employment in terms of a Core Workforce and a Flexible Workforce.
- 1.15.4 For the purpose of this clause 1.15:
- 1.15.4.1 **Core Workforce** is defined as the combination of:
- (a) Continuing employment; and
 - (b) Fixed-Term employment with a duration equal to or greater than 18 continuous months (excluding Graduate Researcher Associate positions as set out in clause 2.17.2).
- 1.15.4.2 **Flexible Workforce** is defined as the combination of:
- (a) Fixed-Term employment with a duration of less than 18 months;
 - (b) Casual employment;
 - (c) student employment in a Graduate Researcher Associate position set out below at clause 2.17.2; or
 - (d) Student Casual employment.

Core Workforce

- 1.15.5 The Parties acknowledge the significant investment and outcomes achieved by the University prior to the Commencement Date of the Agreement (as defined in clause 1.3.1) in the reduction of our reliance on Casual employment. Specifically, the Parties acknowledge that, based on the University's best available assessment of its workforce data, Casual employment reduced from being around 17.6% of total full-time equivalent (**FTE**) positions in 2018 to being around 12% of total FTE positions in 2022. The University will continue to apply all reasonable endeavours to reduce the FTE proportion of Casual and Fixed-Term employment.
- 1.15.6 The Parties also acknowledge a shared objective throughout the life of the Agreement to achieve viable and sustainable enhancement of the Core Workforce Baseline (as defined below). Subject to clause 1.15.8, the University will apply all reasonable endeavours to:
- 1.15.6.1 achieve a Core Workforce FTE of 75% or more of the total FTE of the Core Workforce and Flexible Workforce combined, averaged on an annual basis across the calendar year (**Core Workforce Baseline**);
- 1.15.6.2 where practicable and/or viable, grow Continuing jobs during the life of the Agreement, with the intent to also increase the proportion of Continuing employment FTE within the Core Workforce Baseline in comparison to Fixed-Term employment defined at clause 1.15.4.1(b).
- 1.15.7 The University will provide Employees and Unions with a report on the University's entire calendar year workforce composition as described at clauses 1.15.5 and 1.15.6 above

Force Majeure

- 1.15.8 If there are exceptional and unanticipated adverse impacts upon the University's financial circumstances (substantial adverse changes in Government funding, significant adversely changed economic circumstances and significant reduction in student enrolments), the obligations in clause 1.15.6 will not apply and the University and NTEU shall consult in relation to adjusting that commitment.

Recruitment

- 1.15.9 Employees engaged in Casual or Fixed-Term employment will be provided prior opportunity to apply and be considered for vacant Continuing positions (where the Employee has the skills, experience, qualifications and expertise commensurate with the selection criteria) through the University's internal recruitment processes ahead of external recruitment. The University will apply all reasonable endeavours to select suitably qualified internal candidates who have been employed by the University over two or more semesters, over two consecutive calendar years, on a 0.5 FTE or more time fraction, and who satisfy the selection criteria determined by the University for the purpose of transferring existing Employees into secure work. Nothing in this clause inhibits the University from selecting the best candidate for the role.
- 1.15.10 In relation to managing Workload (as defined in clause 2.11 or 3.15 (as applicable)), the University will use reasonable endeavours to recruit for a vacant position in a timely fashion.

Flexible Workforce

- 1.15.11 The University will continue the established practice of utilising the Flexible Workforce as an efficient and flexible supplement to the Core Workforce.
- 1.15.12 For clarity, the University recognises that its relationship with its enrolled students extends to a whole of institution experience and accordingly the University will, where appropriate, prioritise employment opportunities for students enrolled with the University, as and when available through its Flexible Workforce either through:
- 1.15.12.1 an eligible Graduate Researcher Associate position set out at clause 2.17.2 (irrespective of the term of employment); or
 - 1.15.12.2 Casual employment described for the purpose of this clause 1.15.12 as "Student Casual" employment.
- 1.15.13 The University will also continue to engage experts from other professions and/or industries to teach and assess curriculum to students through its Flexible Workforce, as and when required.

Diversity and Inclusion

- 1.15.14 It is an important part of the University's diversity strategy to promote inclusion and continue to give proper consideration to employment opportunities consistent with prevailing University Policy which is to:
- 1.15.14.1 achieve gender balance;
 - 1.15.14.2 support individuals with a disability; and
 - 1.15.14.3 support groups of individuals under-represented in the workplace.

Australian Aboriginal and Torres Strait Islander Employment

- 1.15.15 Aboriginal and/or Torres Strait Islander Employees are supported by culturally responsive University Policy, including the University's Indigenous Strategy *Murmuk Djerring 2023 – 2027* and an anti racism/cultural education program being developed for delivery during the life of the Agreement, aimed at eliminating racism and, discrimination in the workplace.

- 1.15.16 The University will continue its commitment to deliver growth in Aboriginal and/or Torres Strait Islander employment and work towards 350 full time equivalent positions by 2025.
- 1.15.17 The Parties agree to act collaboratively to support Aboriginal and/or Torres Strait Islander employment at the University. Throughout the life of the Agreement, the University will discuss the progress of its commitment set out above at clause 1.15.16 with Aboriginal and Torres Strait Islander Employees and other relevant stakeholders who are party to the Agreement.
- 1.15.18 The University, as it relates to employment matters, will continue to promote and recognise Indigenous cultural practices and identity and will respect and acknowledge the Aboriginal and/or Torres Strait Islander communities.

Organisational Review and Restructure

- 1.15.19 Where necessary to address organisational or financial requirements, the University will from time-to-time review all or parts of its organisation and, if necessary, restructure all or part of the University accordingly.

1.16 UNIVERSITY REVIEW OF WORKLOAD

- 1.16.1 No later than 12 months from the Commencement Date of the Agreement, and separate to the Workload provisions at clauses 2.11 and 3.15, the University will commence an evidence based review of workload practices across the organisation in respect of Continuing and Fixed-term Employees – including time taken to perform work (**Review**) for the purpose of informing the development of University Policy (as defined at clause 1.7.1) to enhance consistent application of the Workload provisions set out at clauses 2.11 and 3.15.
- 1.16.2 Employees and the Unions will have an opportunity to provide input into the Review (including, but not limited to, matters relating to the Review’s terms of reference) and will be advised of the key insights emerging from the Review (if any), including insights that will inform the development of the University Policy. Employees and the Unions will have an opportunity to provide feedback on the University Policy informed by the Review as contemplated at clause 1.7.2..
- 1.16.3 For clarity, the Review is not required to be completed to start informing University Policy improvements (if required) such as to workload allocation policies and/or practices, including implementation of evidence-based estimates for directed and self-directed major tasks.
- 1.16.4 To inform the Review the University shall publish on the Staff Hub relevant material including, but not limited to, workload allocation policies.
- 1.16.5 For the avoidance of doubt, the University may elect, at its discretion, to undertake a single review or a series of reviews staged over time.
- 1.16.6 The University will publish either the final or interim report setting out the outcome of the Review on or before the nominal expiry date of the Agreement.

1.17 EMPLOYMENT CATEGORIES

- 1.17.1 Employees will be employed in one of the following employment categories set out in detail in Division 2 for Academic Employees engaged under a Continuing or Fixed-Term employment contract, Division 3 for Professional, Administrative and Support Occupations Employees engaged under a Continuing or Fixed-Term

employment contract, and Division 4 for Employees engaged under a Casual employment contract:

- 1.17.1.1 Continuing employment;
- 1.17.1.2 Continuing (Research Contingent) employment;
- 1.17.1.3 Fixed-Term employment; or
- 1.17.1.4 Casual employment.

1.18 PUBLIC HOLIDAYS

1.18.1 An Employee (with the exception of Employees engaged in Casual employment) will be entitled to the following Public Holidays without loss of pay where the Public Holiday occurs on a day the Employee would normally work:

- 1.18.1.1 1 January (**New Year's Day**) or, if that day falls on a Saturday or Sunday, the following Monday;
- 1.18.1.2 26 January (**Australia Day**) or, if that day falls on a Saturday or Sunday, the following Monday;
- 1.18.1.3 Labour Day; [Settled **17/11/23 Meeting**]
- 1.18.1.4 Good Friday, Easter Monday and the following Tuesday;
- 1.18.1.5 25 April (**ANZAC Day**);
- 1.18.1.6 King's Birthday (or successor);
- 1.18.1.7 Melbourne Cup Day; [Settled **17/11/23 Meeting**]
- 1.18.1.8 25 December (**Christmas Day**) or, if that day falls on a Saturday or Sunday, 27 December;
- 1.18.1.9 26 December (**Boxing Day**) or, if that day falls on a Saturday or Sunday, 28 December; and
- 1.18.1.10 One University holiday during the Year-end Closure Period.

1.18.2 The University is closed between Boxing Day (or substitute day) and New Year's Day (or substitute day) (inclusive) (**Year-end Closure Period**). Three (3) days' of the Year-end Closure Period (excluding weekends) comprises a combination of:

- 1.18.2.1 Boxing Day (or substitute public holiday at clause 1.18.1.9); or
- 1.18.2.2 New Year's Day (or substitute public holiday at clause 1.18.1.1); and
- 1.18.2.3 the University holiday at clause 1.18.1.10.
- 1.18.2.4

Continuing and Fixed-Term Employees will take the remaining two (2) days of the Year-end Closure Period as annual leave.

In circumstances where the Employee has insufficient annual leave accrued, they will be permitted to have a deficit balance to accommodate the Year-end Closure Period. An Employee may also elect to take the remaining two (2) days of the Year-end Closure Period as Long Service Leave (where applicable) or unpaid leave if they prefer.

1.18.3 Where any day or days are gazetted in addition to or in substitution of any of the above mentioned days by proclamation or legislation, then that day or days will be

observed as a public holiday, in addition to or in substitution of the Public Holidays set out in clause 1.18 without loss of pay.

1.18.4 An Employee may each calendar year:

1.18.4.1 substitute the Australia Day Public Holiday (while it is proclaimed by Government to occur on 26 January) by providing the University with four or more weeks' written notice of the date they wish to take off in substitution within the same calendar year; and

1.18.4.2 with agreement of the University, substitute another Public Holiday(s) (other than 26 January referred to above) for a cultural or religious day(s) of significance where the University considers it safe and appropriate for the Employee to attend work during a Public Holiday.

1.18.5 Where, subject to the notification requirements, an Employee has substituted a different date for the Australia Day (26 January) Public Holiday, they will be required to work on the Australia Day Public Holiday and will be paid the ordinary rates of pay.

1.18.6 An Employee will not be required or permitted to work on the substituted day (unless expressly requested to do so by the University and the Employee agrees to work on the substituted day). The Employee is entitled to be absent on the substituted day without loss of pay.

1.18.7 Where the Employee is requested, and agrees, to work on the substituted day, and the Employee is entitled to receive Public Holiday rates under Division 3, Public Holiday rates will apply. Otherwise, the Employee will receive their ordinary rate of pay for working on the substituted day.

1.19 ANNUAL LEAVE

1.19.1 For each year of service, a Full-Time Employee is entitled to four weeks (145 hours being 20 working days) of paid Annual Leave. Annual Leave will accrue based on a standard 36.25 hour week and 7.25 hour day and shall be deducted when taken based on a standard 36.25 hour week and 7.25 hour day.

1.19.2 An Employee's entitlement to paid Annual Leave accrues progressively throughout a year of service on a week to week basis according to the Employee's ordinary hours of work, and accumulates from year to year.

1.19.3 Annual Leave accrues for Employees in Part-Time employment on a pro rata basis in accordance with the Employee's contracted ordinary hours of work.

1.19.4 Annual Leave does not apply to Employees engaged in Casual employment.

1.19.5 Annual Leave does not accrue during periods of leave without pay, periods of unauthorised absence or unpaid Parental Leave.

1.19.6 An Employee will be paid all unused accrued Annual Leave as at the date of termination.

1.19.7 An Employee who is ill or injured during a period of Annual Leave will, subject to the Employee providing the University with a medical certificate (as contemplated at clause 1.21.5.2), be re-credited Annual Leave for the period of the sickness set out in the medical certificate.

1.19.8 An Employee who is eligible for Compassionate Leave during a period of Annual Leave will be re-credited Annual Leave for the period of Compassionate Leave.

- 1.19.9 A Public Holiday (as defined in clause 1.18) falling within a period of Annual Leave will be paid as a Public Holiday and not deducted from the Annual Leave accrual.
- 1.19.10 Unless otherwise agreed by the University, Annual Leave will be taken within 18 months of the entitlement being accrued either at a time mutually agreed or as directed by the University where mutual agreement cannot be settled. Annual Leave will be taken at a time mutually agreed between the Employee and the University with exception to Employees whose accrued Annual Leave balance is in excess of six weeks (**Excess Leave**). Where the Employee and University cannot settle a mutually agreed time for the Excess Leave to be taken, the University will direct the Employee:
- 1.19.10.1 through one month's written notice, to take Excess Leave over and above six weeks' accrual at a time nominated by the University; or
 - 1.19.10.2 where an Employee's reasonable request for Annual Leave in the preceding twelve months had been declined through six month's written notice to take the Excess Leave over and above six weeks' accrual at a time nominated by the University.
- 1.19.11 Employees will be paid an Annual Leave loading in respect of Annual Leave entitlements accrued in the previous 12 months equal to 17.5% of the Employee's Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) and capped at an amount equivalent to the most recent published Australian Bureau of Statistics figure for "Average Weekly Total Earnings of all Males (Australia)". Employees in Part-Time employment will be entitled to Annual Leave loading on a pro rata basis calculated on the Employee's contracted ordinary hours of work.
- 1.19.12 An Employee may request and the University may agree, at its absolute discretion, to allow an Employee to cash out up to two weeks of an Employee's accrued Annual Leave in excess of the four weeks' annual entitlement set out at clause 1.19.1 provided that in each case:
- 1.19.12.1 the Employee has taken at least two weeks of continuous Annual Leave within the previous 12 months;
 - 1.19.12.2 the Employee's remaining accrued entitlement to paid Annual Leave is not less than 4 weeks;
 - 1.19.12.3 the cashing out is the subject of a separate agreement in writing between the University and the Employee; and
 - 1.19.12.4 payment is calculated at the Employee's Base Salary applicable at the time the request is approved and will not be less than the full amount that would have been payable to the Employee had the Employee taken the leave.
- 1.19.13 An Employee (excluding an Employee in Casual employment) may request and the University may approve, at its discretion, the purchase of additional Annual Leave through a proportionate reduction in the Employee's Base Salary (**Purchased Leave**).
- 1.19.14 Purchased Leave:
- 1.19.14.1 may be approved subject to operational and University requirements and without adverse effect on workloads;

1.19.14.2 is for one calendar year with requests and approvals not carrying over from a previous calendar year;

1.19.14.3 does not incur a leave loading; and

1.19.14.4 may be purchased in multiples of two weeks up to eight weeks as set out below:

	Annual Leave	Purchased Leave	Total
44 week year	4 weeks	8 weeks	12
46 week year	4 weeks	6 weeks	10
48 week year	4 weeks	4 weeks	8
50 week year	4 weeks	2 weeks	6

1.19.15 Shiftworker for the purposes of the NES

1.19.15.1 For the purposes of the NES, an Employee entitled to 5 weeks' annual leave means a 7 day shiftworker. A 7 day shiftworker is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day 7 days a week. The University does not currently engage any Employees who satisfy this definition. In the event it does, the Employee(s) will be entitled to 5 weeks' annual leave.

1.20 LONG SERVICE LEAVE

1.20.1 Subject to this clause 1.20, Long Service Leave accrues and is taken in accordance with the *Long Service Leave Act 2018 (Vic) (LSL Act)*.

1.20.2 An Employee is entitled to:

1.20.2.1 13 weeks of paid Long Service Leave on completion of 10 continuous years' service with the University; and,

1.20.2.2 an additional 6.5 days of paid Long Service Leave for each completed subsequent year of service with the University.

1.20.3 Subject to the LSL Act, the University may, at its discretion, recognise an Employee's service in another organisation for the purpose of determining the entitlement to Long Service Leave accrued during employment with the University.

1.20.4 On completion of seven years' continuous service an Employee is entitled to:

1.20.4.1 take pro rata Long Service Leave; and

1.20.4.2 pro rata payment of Long Service Leave upon termination of the Employee's employment.

1.20.5 An Employee is entitled to pro rata payment of Long Service Leave after one year of continuous service where their employment ends due to redundancy.

1.20.6 An Employee may request to take their Long Service Leave entitlement on half pay thereby doubling the period of absence. The University must grant the request unless there are reasonable business grounds for refusing the request.

1.20.7 An Employee who is ill or injured during Long Service Leave for more than three consecutive days will, subject to the Employee providing the University with a medical certificate (as contemplated at clause 1.21.5.2), be re-credited Long Service Leave for the period of the sickness set out in the medical certificate.

1.21 PERSONAL/CARER'S LEAVE

1.21.1 Subject to clause 1.21.6.1, a member of the Employee's immediate family for the purpose of this Agreement means (without assigning gender) a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse, former spouse, de facto partner or former de facto partner.

1.21.2 Paid Personal/Carer's Leave

1.21.2.1 Paid Personal Leave (also referred to as Sick Leave) is absence an Employee (with exception to one in Casual employment) is entitled to take without loss of pay due to personal illness or injury (including pregnancy related illness).

1.21.2.2 Paid Carer's Leave is absence which an Employee (with exception to one in Casual employment) is entitled to take without loss of pay due to responsibilities in relation to either members of their immediate family or members of their household requiring the Employee's care and support due to illness or injury or unexpected emergency.

1.21.2.3 The entitlement for paid Personal/Carer's Leave is 20 days per year. This entitlement comprises 15 days cumulative Personal/Carer's Leave and five days non-cumulative Carer's Leave. Absence on Carer's Leave will draw on the five days non-cumulative entitlement prior to the 15 days cumulative entitlement.

1.21.2.4 An Employee's entitlement to paid Personal/Carer's Leave accrues progressively during the Employee's year of service according to the ordinary hours of work and (with exception to non-cumulative Carer's Leave above at clause 1.21.2.3) accumulates from year to year.

1.21.2.5 Paid Personal/Carer's Leave does not accrue during periods of leave without pay, periods of unauthorised absence or during unpaid Parental Leave.

1.21.2.6 If the period during which an Employee takes paid Personal/Carer's Leave includes a day or part-day that is a Public Holiday, the Employee is not on paid Personal/Carer's Leave on that Public Holiday.

1.21.2.7 If the period during which an Employee takes paid Personal/Carer's Leave includes a period of paid domestic violence leave under clause 1.27.2.3, the Employee is taken not to be on paid Personal/Carer's leave for the period of that paid domestic violence leave.

1.21.3 Unpaid Carer's Leave

1.21.3.1 An Employee (including one engaged in Casual employment) is entitled to two days of unpaid Carer's Leave for each occasion when a member of the Employee's immediate family or household requires care or support because of an illness, injury or an unexpected emergency.

1.21.3.2 An Employee may take unpaid Carer's Leave for each occasion as a single continuous period of up to two days or any separate periods to which the Employee and the University agree.

1.21.3.3 An Employee eligible for paid Personal/Carer's Leave cannot take unpaid Carer's Leave during a particular period where the Employee has sufficient paid entitlement to cover all of the absence.

1.21.4 Unpaid Personal Leave

1.21.4.1 Where an Employee is absent due to personal illness or injury and the Employee has no accrued paid Personal Leave available, the Employee is entitled to Personal Leave on an unpaid basis.

1.21.4.2 An Employee (excluding one engaged in Casual employment) may request and the University may, at its discretion, agree to allow an Employee to access Annual Leave on occasion where unpaid Personal Leave would cause significant financial hardship.

1.21.5 Managing absence

1.21.5.1 An Employee must give the University notice as soon as practicable of their absence; including the period, or expected period, of absence.

1.21.5.2 The University is entitled to request evidence that substantiates the reason for leave. For the purpose of the Agreement, evidence for Personal Leave means a certificate by a registered medical practitioner that would satisfy a reasonable person that the leave is taken for the reason specified (**medical certificate**). Failure by an Employee to provide the University with either notice or evidence, where requested, for the absence means the Employee is not entitled to paid Personal/Carer's Leave.

1.21.5.3 Where an Employee is absent on Personal Leave (paid or unpaid) the University may ask the Employee to produce a medical certificate or a statutory declaration signed by an authorised witness not employed or associated with the University in the following circumstances:

- a) for an absence in excess of one day;
- b) where the absence is in excess of three single days in a calendar year;
- c) where the University has reason to question that the absence is genuine; or
- d) where the University is formally managing the Employee for poor performance due to poor attendance at work.

1.21.5.4 The medical certificate or statutory declaration, must confirm that the Employee is unable to perform their normal duties due to personal illness or injury and, if applicable, must outline the expected duration of absence.

1.21.5.5 Where an Employee is absent on Carer's Leave (paid or unpaid) the University may ask the Employee to produce a statement of attendance or note from a registered medical practitioner or a statutory declaration signed by an authorised witness not employed or associated with the University, confirming:

- a) the nature of the family or household member's illness or injury requiring support of a carer; and
- b) the anticipated duration of the care required.

1.21.6 Aboriginal and Torres Strait Islander Employees

1.21.6.1 As set out in clause 1.28.6, for the purposes of Aboriginal or Torres Strait Islander Employees, "immediate family" extends to Kinship (as defined in clause 1.28.1 for the purpose of Carer's Leave).

1.22 SPECIAL LEAVE

- 1.22.1 The University is committed to supporting Employees who need extended paid absence to deal with certain personal matters at particular times in their lives.
- 1.22.2 In addition to Personal Leave set out at clause 1.21, Employees engaged under a Continuing or Fixed-Term employment contract can apply for special paid leave of absence (**Special Leave**) where their health, wellbeing, attendance or performance is impacted by:
- 1.22.2.1 significant menstruation, perimenopause or menopause symptoms; or
 - 1.22.2.2 chronic ongoing health issues or medical treatment,
to the extent that the Employee cannot reasonably perform work.
- 1.22.3 An Employee engaged under a Continuing or Fixed-Term employment contract is entitled to 10 days paid Special Leave per year on the basis that:
- 1.22.3.1 it is available in full at the start of each calendar year of the Employee's employment;
 - 1.22.3.2 it does not accumulate from year to year;
 - 1.22.3.3 it can be used prior to accessing accrued paid Personal Leave;
 - 1.22.3.4 it may be taken as consecutive, single or part days, as agreed between the University and the Employee;
 - 1.22.3.5 it is provided pro rata to the Full-Time entitlement for Part-Time Employees; and
 - 1.22.3.6 the Employee may be required to provide such evidence as would satisfy a reasonable person that the Special Leave is being used for the purpose intended by this clause, in the form of, for example, a medical certificate from a treating practitioner, or a statutory declaration (**Evidence**).
- 1.22.4 If an Employee engaged in Continuing or Fixed-Term employment has used all of their Special Leave and accrued Personal Leave, the Employee may apply for further paid Special Leave.
- 1.22.5 Any application for additional paid Special Leave will not be unreasonably refused by the University based on the Evidence provided.
- 1.22.6 Infectious Disease Leave
- 1.22.6.1 The University recognises that, due to the nature of their work, Employees who are employed to care for children in one of the University's Early Learning/Children's Centres (**Early Childhood Employee**) more frequently come into contact with infectious diseases than other Employees.
 - 1.22.6.2 Accordingly, the University provides additional paid infectious disease special leave to Early Childhood Employees who contract infectious diseases (as defined in the Public Health Regulations) through contact at the workplace for, on each occasion, the specified Infectious Disease Exclusion Period set out in Schedule 7 "Minimum Period of Exclusion from Primary Schools and Children's Services Centres for Infectious Diseases Cases and Contacts" of the Public Health and Wellbeing Regulations 2009 (Vic) (Public Health Regulations).
 - 1.22.6.3 The Early Childhood Employee may be required to provide Evidence as set out at clause 1.22.1.6.

1.23 GENDER AFFIRMATION LEAVE

- 1.23.1 The University is committed to supporting Employees who are undergoing gender affirmation and Employees who identify as transgender.
- 1.23.2 In addition to Personal Leave set out at clause 1.21, an Employee who is undergoing gender affirmation is entitled to 30 days' paid Gender Affirmation Leave per annum for purposes incidental to the affirmation of their gender. Gender Affirmation Leave can be accessed prior to accessing accrued Personal Leave.
- 1.23.3 Gender Affirmation Leave may be used for associated treatment, procedures and other appointments, inclusive of but not limited to medical, psychological, hormonal, surgical, legal status and documentation amendment appointments that a person has as part of their gender affirmation.
- 1.23.4 The Employee may be required to provide such evidence as would satisfy a reasonable person that the Gender Affirmation Leave is being used for the purpose intended by this clause, in the form of, for example, a medical certificate from a treating practitioner, or a statutory declaration (Evidence).
- 1.23.5 If an Employee has used all of their paid Gender Affirmation Leave under this clause, the Employee may apply for further unpaid Gender Affirmation Leave, which will not be unreasonably refused by the University.
- 1.23.6 Gender Affirmation Leave provided for in this clause:
- 1.23.6.1 is available in full at the start of each calendar year of the Employee's employment,
 - 1.23.6.2 does not accumulate from year to year,
 - 1.23.6.3 may be taken as consecutive, single or part days, as agreed between the University and the Employee; and
 - 1.23.6.4 is available in full to all Employees (including Casual employees).
- 1.23.7 For the purposes of clause 1.23.6, if an Employee is employed by the University: (a) as a Casual Employee; or (b) as a Fixed-Term Employee; the start of the Employee's employment is taken to be the start of the Employee's first employment by the University
- 1.23.8 Gender Affirmation Leave may be accessed as a part of the support provided by the University in accordance with the Gender Affirmation Policy as amended from time to time.

1.24 COMPASSIONATE LEAVE

- 1.24.1 An Employee is entitled to three days of Compassionate Leave per occasion:
- 1.24.1.1 to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury;
 - 1.24.1.2 after the death of a member of their immediate family or household;
 - 1.24.1.3 after a child is stillborn, where the child would have been a member of the Employee's immediate family or household, if the child had been born alive;
 - 1.24.1.4 where the Employee has a miscarriage; or
 - 1.24.1.5 where the Employee's spouse or de facto partner has a miscarriage.

- 1.24.2 The meaning of a member of the Employee's immediate family for the purpose of this clause 1.24 is set out at clause 1.21.1.
- 1.24.3 An Employee may take Compassionate Leave for each occasion as:
- 1.24.3.1 a single continuous period; or
 - 1.24.3.2 two separate periods; or
 - 1.24.3.3 any other arrangement to which the Employee and University agree.
- 1.24.4 An Employee (excluding one engaged in Casual employment) will be paid their Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) for the ordinary hours they would have worked during the period of absence. Casual Employees are entitled to unpaid Compassionate Leave.
- 1.24.5 An Employee must give the University notice as soon as practicable of their absence; including the period, or expected period, of absence.
- 1.24.6 Proof of entitlement to Compassionate Leave may be required where the University considers it necessary.
- 1.24.7 As set out in clause 1.28.6, for the purposes of Aboriginal or Torres Strait Islander Employees, "immediate family" extends to Kinship (as defined in clause 1.28.1 for the purpose of Compassionate Leave).

1.25 PARENTAL LEAVE

- 1.25.1 The NES sets out eligibility and provision for unpaid Parental Leave. In addition to these unpaid entitlements, the University also provides Employees with paid Parental Leave as set out in this clause 1.25. The provisions set out in this clause 1.25 are applied in conjunction with and supplementary to the NES.
- 1.25.2 The paid Parental Leave provisions set out in this clause 1.25 do not apply to Employees engaged in Casual employment.
- 1.25.3 Paid leave entitlements set out in this clause 1.25 are inclusive of the initial period of 52 weeks' unpaid absence set out in the NES and must be taken during the initial 52 weeks' absence.
- 1.25.4 An Employee's leave entitlements will accrue during a period of paid Parental Leave.
- 1.25.5 Public Holidays occurring during a period of paid Parental Leave will be paid as Public Holidays and not paid or counted as paid Parental Leave. Public Holidays are not applicable to periods of unpaid Parental Leave as the Employee is not required to attend work.
- 1.25.6 Unless otherwise stated in this clause 1.25, paid Parental Leave must be taken at the beginning of a Parental Leave period and must be taken as a single continuous period at Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) (with exception to Public Holidays).
- 1.25.7 An Employee on paid Maternity Leave pursuant to this clause who contracts an illness resulting from pregnancy or childbirth which extends beyond the period of paid Maternity Leave is, upon submission of a medical certificate (as contemplated at clause 1.21.5.2) entitled to use accrued Personal Leave for the period of illness

immediately following the period of paid Maternity Leave. In such circumstances, the Employee's period of authorised Parental Leave is not extended.

- 1.25.8 By agreement with the University, an Employee may also use accrued annual and Long Service Leave during a period of unpaid Parental Leave. Except in significant unforeseen circumstances, an Employee must use their accrued Annual Leave or Long Service Leave entitlement immediately after any period of paid Parental Leave (including periods of Personal Leave contemplated at clause 1.21.2.1). Where an Employee uses accrued Annual Leave or Long Service Leave entitlement during a period of unpaid Parental Leave, this does not extend an Employee's period of authorised Parental Leave.
- 1.25.9 Where an Employee resigns or is dismissed during a period of paid Parental Leave the remaining unused paid leave will not be paid out on termination.
- 1.25.10 Where an Employee is employed in Fixed-Term employment, their entitlement to paid Parental Leave is limited to the remaining period of their Fixed-Term employment.
- 1.25.11 An Employee must return to work from a period of Parental Leave to be eligible for a subsequent period of paid Parental Leave.
- 1.25.12 For the purposes of paid Parental Leave under this clause 1.25:
- 1.25.12.1 "child" means a child of the Employee or the Employee's partner or child born through surrogacy or child placed through adoption (reference to "child" in the singular is inclusive of multiple births and multiple births do not extend the period of paid Parental Leave).
- 1.25.12.2 "primary care giver" is an Employee who has the principal responsibility for providing care and attention to the child each day during the period the Employee is caring for the child and is not engaged in secondary employment. The Employee must be the:
- a) biological father or mother of the child;
 - b) partner of the birth mother or father of the child;
 - c) adoptive parent of the child;
 - d) partner of an adoptive parent of the child; or
 - e) person caring for a child born of a surrogacy arrangement.
- 1.25.12.3 "partner" means an individual who is a spouse, de facto spouse or same sex partner and includes an ex-partner; and
- 1.25.12.4 "expected date of birth" means the expected date of birth as determined by a medical practitioner and also includes the date in which the Employee receives a new-born through surrogacy arrangement or the date that a child is placed through adoption or permanent care.
- 1.25.13 The paid Parental Leave entitlements provided for by this clause 1.25 are:
- 1.25.13.1 paid Maternity Leave;
 - 1.25.13.2 paid Partner Leave (Primary Carer);
 - 1.25.13.3 paid Adoption, Surrogacy, Permanent Care Leave; or
 - 1.25.13.4 paid Concurrent Partner Leave.

1.25.14 Paid Maternity Leave

An Employee (excluding one engaged in Casual employment) who gives or is due to give birth to a child and is the primary care giver is entitled to:

1.25.14.1 26 weeks' leave on Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees); or

1.25.14.2 upon receipt of a medical certificate, an Employee eligible to receive paid leave set out in this clause 1.25.14, may access up to 14 weeks' paid leave for any absence resulting from one of the following circumstances:

- (a) the pregnancy terminates within 20 weeks of the expected date of birth; or
- (b) stillbirth including death of a baby during labour or birth (inclusive of the NES compassionate leave entitlement).

1.25.14.3 Where an Employee commences paid Maternity Leave (as contemplated at this clause 1.25.14) and the child passes away during this period, the Employee continues to receive the full entitlement set out at this clause 1.25. Further, in such circumstances and at its discretion, the University will consider requests to extend periods of paid Maternity Leave on compassionate grounds.

1.25.15 Paid Partner Leave (Primary Carer)

1.25.15.1 An Employee (excluding one engaged in Casual employment) who is the primary care giver for a new born child is entitled to 26 weeks' leave on Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees).

1.25.15.2 An Employee may elect to take one week paid leave on the birth of the child and the remaining paid leave as a subsequent period of continuous leave within the initial 52 week period of eligible unpaid leave.

1.25.15.3 An Employee who applied for leave in accordance with this clause 1.25.15 may access one week paid Concurrent Partner Leave in the circumstance of a stillbirth, including death of a baby during labour or birth (inclusive of the NES compassionate leave entitlement). Further, in such circumstances and at its discretion, the University will consider requests to extend periods of paid Partner Leave (Primary Carer) on compassionate grounds.

1.25.16 Paid Adoption, Surrogacy & Permanent Care Leave

1.25.16.1 An Employee (excluding one engaged in Casual employment) who is the primary carer for a new born child born through a surrogacy arrangement, or is the primary carer for a child placed with them for the purpose of adoption or permanent care is entitled to 26 weeks' leave on Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees).

1.25.17 Paid Concurrent Partner Leave

1.25.17.1 An Employee (excluding one engaged in Casual employment) who is not the primary care giver and is eligible for unpaid concurrent leave in accordance with the NES is entitled to be absent for five of those days as Concurrent Partner Leave on Base Salary (as defined in

clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) at the time of the child's birth or placement where the Employee:

- (a) has not taken leave set out at clauses 1.25.14, 1.25.15 and 1.25.16 at the time of the birth or placement; and,
- (b) does not intend to take leave set out at clauses 1.25.14, 1.25.15 and 1.25.16.

1.25.17.2 An Employee may access paid Concurrent Partner Leave in the circumstance of a stillbirth, including death of a baby during labour or birth, (inclusive of the NES compassionate leave entitlement). Further, in such circumstances and at its discretion, the University will consider requests to extend periods of paid Concurrent Partner Leave on compassionate grounds.

1.25.18 An Employee must return to work from Parental Leave to be eligible for a subsequent period of paid Parental Leave.

1.25.19 At the request of the Employee and upon approval by the University, the Employee may take paid leave set out at clauses 1.25.14, 1.25.15 and 1.25.16:

- (a) at half pay for double the duration of the full paid period set out in the respective clauses;
- (b) for a continuous period of absence within the initial 52 week period of eligible unpaid leave.

For the purpose of clause 1.25.19, leave will accrue pro rata to half pay.

1.25.20 Keeping in Touch Days

Keeping in touch days set out at section 79A of the FW Act are separate and paid in addition to paid Parental Leave set out in this clause 1.25.

1.25.21 Retention Benefit

1.25.21.1 The University provides Employees returning from Parental Leave set out at clauses 1.25.14, 1.25.15 and 1.25.16 with a non-superannuable retention benefit as financial assistance to return to the University following their period of leave and to assist with the financial transition with returning to work.

1.25.21.2 The retention benefit is provided as either:

- (a) a one-off lump sum payment equivalent to 12 weeks' Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees), calculated on the Employee's Base Salary paid on return from Parental Leave; or
- (b) 12 weeks of paid absence to be utilised during the period of unpaid Parental Leave at clauses 1.25.14, 1.25.15 and 1.25.16 where the payment does not extend the period of Parental Leave; or
- (c) a combination of (a) and (b) above up to an equivalent 12 weeks' Base Salary.

1.25.21.3 The retention benefit will be provided where the Employee:

- (a) applies for the:
 - i. paid leave no less than four weeks prior to the end of the Parental Leave; or

ii. payment within four weeks of returning from Parental Leave;
and

(b) provides the University with written commitment to continue working with the University for a period in excess of 12 months from the date that the Employee returns from Parental Leave.

1.25.21.4 Where the Employee resigns or is dismissed within 12 months of returning from Parental Leave, the Employee will repay the nett amount of the retention benefit either through payroll deductions or another form of repayment as agreed with the Employee and University.

1.25.22 Flexible Working Arrangements for Parents

1.25.22.1 Where an Employee is the parent (or has responsibility for the care) of a child of school age or younger, or is the parent of a child who is under the age of 18 years and has a disability, or is otherwise eligible under the NES, the Employee may, in accordance with the NES, request a change in working arrangements to assist in caring for the child.

1.25.22.2 All other matters pertaining to Parental Leave not covered in this clause 1.25 will be applied in accordance with the NES.

1.26 LACTATION BREAKS

1.26.1 A breastfeeding / chestfeeding Employee returning to work after parental leave will be entitled to paid lactation breaks.

1.26.2 The University will provide an Employee who is a breastfeeding / chestfeeding parent with access to suitable nursing facilities. The University will ensure that all Employees have access, via the University intranet "Staff Hub", to a list of all buildings which contain a clean, private space with a refrigerator and sink for the purposes of breast and chest feeding or expressing milk.

1.26.3 This clause applies to employees who are breastfeeding / chest feeding. A paid lactation break is provided for breastfeeding / chest feeding, expressing milk or any other activity necessary to the act of breastfeeding / chest feeding or expressing milk. This break is in addition to any other rest period and meal break provided for in this Agreement.

1.26.4 A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and their supervisor. When giving consideration to any such requests for flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the Employee.

1.27 DOMESTIC VIOLENCE SUPPORT

1.27.1 The University is committed to supporting Employees experiencing domestic violence (also referred to as family violence).

1.27.2 Where an Employee is experiencing domestic violence, which is adversely affecting their health, wellbeing, attendance or performance, the University will provide one or more of the following supports based on the Employee's particular circumstances:

1.27.2.1 approved flexible work arrangements;

1.27.2.2 approved modified duties and responsibilities;

- 1.27.2.3 the provision of approved paid leave of absence per occasion (of at least 10 days per year in total), which includes the payment of scheduled casual hours where the Employee advises the University they cannot or could not attend work due to matters arising from domestic violence.
- 1.27.2.4 counselling and other appropriate occupational health and safety support; and
- 1.27.2.5 any other appropriate support as required.
- 1.27.3 Where the University considers it necessary, the Employee may be required to provide evidentiary material in support for a leave of absence request. All personal information concerning domestic violence attained by the University as part of this process will be kept confidential in accordance with relevant legislation and University Policy and having regard to the University's overriding obligations to protect the wellbeing of the Employee.
- 1.27.4 For the avoidance of doubt, requests for paid leave in excess of the 10 days minimum entitlement will not be unreasonably refused.
- 1.28 AUSTRALIAN ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES**
- 1.28.1 The University acknowledges the kinship system as a feature of Indigenous social organisation and family relationships that determines how individuals relate to each other and their Indigenous cultural and societal roles, responsibilities and obligations in relation to one another, ceremonial business and land (**Kinship**).
- 1.28.2 The University recognises that Aboriginal or Torres Strait Islander Employees are more likely to have greater personal, community, cultural, and ceremonial responsibilities and obligations compared to non-Indigenous Employees.
- 1.28.3 The University also recognises that the additional cultural load undertaken by Aboriginal and Torres Strait Islander Employees on behalf of the University enriches the institution and its commitment to empowering Aboriginal and Torres Strait Islander staff and communities (**Cultural Load**).

Leave

- 1.28.4 An Aboriginal or Torres Strait Islander Employee who is fulfilling Indigenous cultural responsibilities and is required to be absent from work for the purpose of attending NAIDOC, community, cultural or ceremonial activities is entitled to ten (10) days of paid leave per calendar year (pro-rated for part years of service and non-cumulative), which may be taken as single days, consecutive full days, or part days. The University will, at its discretion, consider and where warranted approve requests for additional paid leave in excess of the ten (10) paid days set out above as and where the need arises.
- 1.28.5 In recognition of Kinship and the historically poorer health outcomes and higher mortality rates of Indigenous people, Aboriginal or Torres Strait Islander Employees are provided with an additional three (3) days' non-cumulative Personal Leave per calendar year in the case of bereavement (pro-rated for part years of service).
- 1.28.6 For Aboriginal or Torres Strait Islander Employees, "immediate family" extends to Kinship for the purpose of Carer's Leave or Compassionate Leave.

Workload

- 1.28.7 Where an Aboriginal or Torres Strait Islander Employee is called on by the University to undertake or perform any Cultural Load, these duties will be allocated

appropriate time in an Employee's Workload as set out at clauses 2.11 and 3.15, and also considered in criteria for confirmation or promotion.

- 1.28.8 An Aboriginal or Torres Strait Islander Employee is not obligated to undertake any requests by the University which involve additional Cultural Load that are not part of their role.

1.29 COMMUNITY SERVICE LEAVE

- 1.29.1 An Employee who engages in an eligible community service activity is entitled to be absent from their employment, without loss of pay:

1.29.1.1 for a period if the period consists of one or more of the following:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity; and

1.29.1.2 unless the activity is jury service—the Employee's absence is reasonable in all of the circumstances.

- 1.29.2 An eligible community service activity is defined in the FW Act as a:

1.29.2.1 Voluntary Emergency Management Activity; or

1.29.2.2 jury service as outlined below.

- 1.29.3 A Voluntary Emergency Management Activity is defined in the FW Act.

- 1.29.4 An Employee seeking to take Community Service Leave must give the University notice of their absence.

- 1.29.5 The notice:

1.29.5.1 must be given to the University as soon as practicable (which may be a time after the absence has started); and

1.29.5.2 must advise the University of the period, or expected period, of the absence.

- 1.29.6 An Employee who has given the University notice of an absence under clause 1.29.5 must, if required by the University, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

- 1.29.7 Employees (excluding those in Casual employment) required to attend for jury service during their ordinary working hours will be reimbursed by the University of an amount equal to the difference between the amount paid by the State in respect of their attendance for such jury service and the amount they would have received for working ordinary hours had they not been on jury service.

- 1.29.8 An Employee will notify the University as soon as possible of the date upon which he or she is required to attend for jury service.

- 1.29.9 An Employee must provide the University proof of attendance, the duration of such attendance and the amount received from the State in respect of jury service.

1.30 PAID LEAVE OF ABSENCE – BLOOD DONATION

An Employee is entitled to paid leave at a mutually agreed time during normal working hours to donate blood at a recognised clinic.

1.31 PAID LEAVE OF ABSENCE – STUDY

An Employee undertaking studies approved by the University will be entitled to paid leave at a mutually agreed time during ordinary working hours to attend course examinations.

1.32 LEAVE WITHOUT PAY

- 1.32.1 An Employee engaged in Continuing employment may request, and the University may approve at its discretion, leave without pay.
- 1.32.2 An Employee does not accrue leave entitlements during a period of leave without pay unless required by law.
- 1.32.3 Leave without pay for the purpose of this clause 1.32, is not unpaid Personal Leave, unpaid Carer's Leave, unpaid absence due to injury or illness or unpaid Parental Leave.

1.33 WORKERS' COMPENSATION MAKE-UP PAY

- 1.33.1 An Employee who is absent from work on account of a workplace injury or illness (**Injury**) arising out of an accepted workers' compensation claim (**Claim**) will be paid make-up pay by the University. Injury for the purpose of this clause has the same meaning as that given in the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).
- 1.33.2 Make-up pay will not exceed a continuous period of 52 weeks or an aggregate of 52 weeks in respect of any one Injury. Irrespective of the number of Claims, there will only be one applicable make-up pay per relevant pay period.
- 1.33.3 For periods where the Employee is eligible to receive workers' compensation payments, an Employee will be paid the difference between:
 - 1.33.3.1 the Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) applicable at the time of injury (excluding any payment for overtime, shift premiums, special rates or travelling allowance or incidental expenses or any payment of a temporary character such as reimbursement of expenditure incurred); and
 - 1.33.3.2 the proportion of Pre-injury Average Weekly Earnings (**PIAWE**) payable to the Employee.
- 1.33.4 Where the PIAWE result in the applicable compensation being a higher amount than the Employee's Base Salary at the time of injury, the Employee will not receive any additional payment; however, this still counts towards the 52 week period.
- 1.33.5 Make-up pay will be provided without reduction of the Employee's Personal Leave entitlement while the Employee is entitled to workers' compensation payments.
- 1.33.6 It is a condition of make-up pay that the Employee:
 - 1.33.6.1 actively participates in appropriate and reasonable rehabilitation and return to work processes; and
 - 1.33.6.2 attends medical examinations where required.
- 1.33.7 All other workers' compensation matters are addressed in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or other applicable State legislation.

1.34 FITNESS FOR WORK

1.34.1 Direction not to attend work

- 1.34.1.1 The University may direct an Employee to either not attend, or to leave the workplace, where the University has a reasonable concern about an Employee's health and wellbeing or fitness for work, to the extent that the Employee's presence or continued presence at work constitutes an imminent risk of harm or injury to themselves or others, or may seriously disrupt University operations.
- 1.34.1.2 In the circumstances set out above, an Employee will be paid for the day they are directed not to attend or leave the workplace. Subsequent days absent will be in accordance with the applicable paid or unpaid Personal Leave provisions.

1.34.2 Independent Medical Examination

- 1.34.2.1 At any time, where the University has a genuine concern about an Employee's ability to perform the inherent requirements of their role, and where it is reasonable to do so, the University may request the Employee to undertake an independent medical examination.
- 1.34.2.2 The scope of independent medical examinations commissioned under this clause is solely to test whether the Employee is able to perform the inherent requirements of their job.
- 1.34.2.3 Prior to the commissioning of an independent medical examination, the following information will be provided to the Employee:
- (a) the basis on which the independent medical examination is sought;
 - (b) the questions the medical practitioner will be asked to address; and
 - (c) any supporting information being provided to the medical practitioner.
- 1.34.2.4 The Employee will be provided a copy of the independent medical examination report. The report will only be used by the University and Employee for its intended purpose and will remain confidential.
- 1.34.2.5 Where an Employee declares they are fit to return to work and the University requires an independent medical examination prior to return to work, the Employee's Personal Leave will be re-credited for the period from the Employee's declaration to the issuing of the independent medical examination on occasion where the examination determined the Employee was fit for work.
- 1.34.2.6 The cost of any independent medical examination commissioned under this clause 1.34.2 will be paid by the University.

1.34.3 Independent Medical Examination

- 1.34.3.1 Where the University considers that an Employee is unable to perform the inherent requirements of the job due to injury, illness or impairment, the University may commission an independent medical examination to assess whether the Employee is able to perform the inherent requirements of the position within 12 months from the date of assessment.
- 1.34.3.2 Where the University determines, based on advice sought from the independent medical examination, that the Employee does not have capacity to perform the inherent requirements of the job within 12 months of the date of assessment, the University may:

- (a) through agreement with the Employee, consider whether alternative positions, including positions with reduced hours and/or lower classifications and rates of pay, are available to accommodate the Employee's work restriction; or
- (b) provide the Employee with 6 months' notice of cessation of employment due to medical retirement.

1.35 PERFORMANCE AND DEVELOPMENT

- 1.35.1 Employees are expected to actively and constructively participate in performance assessment, training and professional development activities as and when required by the University.
- 1.35.2 Matters relating to performance assessment, training and professional development are addressed through University Policy and do not form part of and are separate to this Agreement.
- 1.35.3 Notwithstanding clause 1.35.2, an Employee may raise a grievance at clause 1.42 on matters pertaining to procedural fairness of a performance assessment process where there is a basis to consider that:
 - 1.35.3.1 performance requirements and objectives set by the University are inconsistent with the:
 - (a) agreed workload;
 - (b) classification;
 - (c) responsibilities;
 - (d) skill;
 - (e) competence; or
 - (f) expertise required of the position; or
 - 1.35.3.2 assessment of performance was not consistent or transparent against:
 - (a) the expectations and objectives of the position; or
 - (b) extraneous factors beyond the control of the Employee.
- 1.35.4 Nothing in this clause 1.35, constrains the University from also assessing, through a performance assessment process, an Employee's usual workplace behaviours and conduct.
- 1.35.5 Where an Employee's indigeneity is an inherent requirement of their employment, the Employee may request an Indigenous colleague who is sufficiently qualified to provide guidance and insight to ensure the Employee's indigeneity is appropriately addressed when:
 - 1.35.5.1 establishing key performance measures;
 - 1.35.5.2 assessing performance; or
 - 1.35.5.3 developing training and development programmes.

1.36 PROBATION

- 1.36.1 With the exception of Casual Employees who are employed by the hour, employment with the University is subject to a period of probation which must not exceed:
- 1.36.1.1 12 weeks from the Employee's commencement date for employment with a duration of less than one year (inclusive of any breaks in service); or
 - 1.36.1.2 26 weeks from the Employee's commencement date for employment with a duration of one year or greater (inclusive of any breaks in service).
- 1.36.2 Employment may be terminated by either the Employee or the University during the period of probation by giving one week's written notice.
- 1.36.3 Any subsequent employment with the University where the role, duties or responsibilities are substantially the same will not require a probationary period.

1.37 ADDRESSING POOR PERFORMANCE & MISCONDUCT - GENERAL TERMS

- 1.37.1 In circumstances of alleged poor performance or misconduct, the University will:
- 1.37.1.1 provide the Employee with the reason for raising concern with the Employee's performance and/or conduct (including where relevant its effect on the health and safety of other Employees or the community);
 - 1.37.1.2 ensure the Employee is provided an opportunity to respond to any reason provided by the University supporting its concern regarding an Employee's performance or conduct;
 - 1.37.1.3 ensure the Employee is provided opportunity to have a support person or nominated representative present in any discussions; and
 - 1.37.1.4 where appropriate, support the Employee to meet the expected standard.
- 1.37.2 An Employee may be assisted by a support person or nominated representative other than a practising lawyer, legal counsel or University Employee employed in the Employee's faculty or administrative business division where a conflict of interest exists. For the purpose of this clause 1.37, "be assisted by a support person or nominated representative" does not displace or interfere with direct interaction between the Employee and the University when attempting to resolve disputed matters.
- 1.37.3 Nothing in clauses 1.37, 1.38 and 1.39 prevents the University from assessing and acting on an Employee's overall or repeated pattern of behaviour, whether construed as either misconduct or poor performance.
- 1.37.4 Clauses 1.37, 1.38 and 1.39 apply to all Employees except those in Casual employment.
- 1.37.5 An Employee is required to actively participate in the processes set out in this clause. An Employee who is absent from work may be required to participate without attending the workplace, unless there is medical advice expressly stating the reasons why the Employee cannot participate.

1.38 MANAGEMENT OF UNSATISFACTORY WORK PERFORMANCE

- 1.38.1 The purpose of this clause is to:

- 1.38.1.1 provide a procedurally fair framework to identify and address Unsatisfactory Work Performance;
- 1.38.1.2 support Employees with Unsatisfactory Work Performance to enable them to improve their performance to the required standard; and
- 1.38.1.3 ensure that Unsatisfactory Work Performance is addressed expeditiously.
- 1.38.2 An Employee's work performance is unsatisfactory where the Employee substantively fails to perform duties or deliver outcomes to the standards, responsibilities or reasonable expectations commensurate with the nature, purpose and classification of their position (**Unsatisfactory Work Performance**).
- 1.38.3 Where the Unsatisfactory Work Performance falls within the meaning of misconduct in accordance with clause 1.39, any documented processes or action arising from the process under this clause 1.38 may also be considered in the process set out at clause 1.39.
- 1.38.4 Prior to any formal discussions regarding performance, the University will, where appropriate, endeavour to assist the Employee to improve their performance through one or more of the following interventions as determined by the Manager:
 - 1.38.4.1 increased supervision;
 - 1.38.4.2 changes to work arrangements;
 - 1.38.4.3 mentoring;
 - 1.38.4.4 coaching;
 - 1.38.4.5 training and professional development;
 - 1.38.4.6 increased feedback; or
 - 1.38.4.7 other actions discussed with the Employee.
- 1.38.5 Before commencing formal Unsatisfactory Work Performance processes, the University will:
 - 1.38.5.1 be satisfied that appropriate informal attempts to address an Employee's Unsatisfactory Work Performance have been unsuccessful;
 - 1.38.5.2 advise the Employee of the purpose of the meeting;
 - 1.38.5.3 provide the Employee with prior opportunity to seek advice on the Unsatisfactory Work Performance process;
 - 1.38.5.4 allow the Employee the opportunity to provide details of any personal factors pertinent to the matter;
 - 1.38.5.5 consider any organisational or personal factors that contribute to the Employee's Unsatisfactory Work Performance. and
 - 1.38.5.6 consider alternatives to the Unsatisfactory Work Performance process to address the matter.
- 1.38.6 Where the University and Employee agree that the Employee is not capable of meeting the required level of performance the University may, at its discretion, transfer the Employee to another position. Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) will be maintained for transfers to a lower classification for a period equivalent to the notice period that the

Employee would be entitled to upon termination of their employment by the University.

1.38.7 Formal counselling

1.38.7.1 Formal management of Unsatisfactory Work Performance commences with the Employee receiving formal counselling. The University will:

- (a) advise the Employee of the Unsatisfactory Work Performance and confirm the commencement of the formal counselling stage;
- (b) outline the standard required of the Employee;
- (c) provide the Employee with an opportunity to address concerns regarding Unsatisfactory Work Performance within a reasonable timeframe.

1.38.7.2 The Employee will be advised of the consequences of not improving their performance within a reasonable period of time set by the University (**Review Period**) and of engaging in any further Unsatisfactory Work Performance.

1.38.7.3 If the University determines that the Employee has met the required standard of performance within the Review Period, the University will advise the Employee that:

- (a) they have satisfied the performance improvement requirements; and
- (b) no further action will be taken by the University unless the Employee engages in continued or repeated Unsatisfactory Work Performance, in which case the formal Unsatisfactory Work Performance process may continue to the next stage.

1.38.8 Formal written warning

1.38.8.1 The Employee will be given a copy of the formal written warning by the University, if either of the following occur:

- (a) the Employee's performance has not improved within the Review Period following formal counselling; or
- (b) the Employee engages in further Unsatisfactory Work Performance (which need not be the same as the Unsatisfactory Work Performance previously discussed and noted in the formal counselling).

1.38.8.2 The University will take the same steps as set out at clause 1.38.7.1 when issuing the formal written warning;

1.38.8.3 The formal written warning will set out:

- (a) the standard expected of the Employee;
- (b) where and how the Employee is not meeting this standard; and
- (c) the consequences if the Employee fails to improve their performance, including that continued or repeated Unsatisfactory Work Performance may result in further disciplinary action including the termination of the Employee's employment.

1.38.8.4 If the University determines that the Employee has met the required standard of performance within the Review Period, the University will advise the Employee that:

- (a) the Employee has satisfied the performance improvement requirements; and
- (b) no further action will be taken by the Employer unless the Employee engages in continued or repeated Unsatisfactory Work Performance, in which case the formal Unsatisfactory Work Performance process may continue to the next stage.

1.38.9 Final written warning

1.38.9.1 The Employee will be given a copy of the final written warning by the University if either of the following occur:

- (a) the Employee's performance has not improved within the Review Period following receipt of a formal written warning; or
- (b) the Employee engages in further Unsatisfactory Work Performance (which need not be the same as the Unsatisfactory Work Performance previously discussed and noted in the formal written warning).

1.38.9.2 The University will take the same steps as set out at clause 1.38.7.1 when issuing the final written warning.

1.38.9.3 The final written warning will set out:

- (a) the standard expected of the Employee;
- (b) where and how the Employee is not meeting this standard; and
- (c) the consequences if the Employee fails to improve their performance including that continued or repeated Unsatisfactory Work Performance may result in further disciplinary action including the termination of the Employee's employment.

1.38.9.4 The University may issue an Employee with a written final warning without prior formal counselling or without a previous written warning where the Employee's performance causes, or has potential to cause, serious and imminent risk to:

- (a) the health or safety of a person; or
- (b) the reputation, viability or finances of the University.

1.38.9.5 A final written warning will not be removed from the Employee's personnel file. However, if the University determines that the Employee has met the required standard of performance within the Review Period, the University will advise the Employee that:

- (a) the Employee satisfied the performance improvement requirements; and
- (b) no further action will be taken by the University unless the Employee engages in continued or repeated Unsatisfactory Work Performance, in which case the formal Unsatisfactory Work Performance process may continue to the next stage.

1.38.9.6 In the event that the Employee's performance has not improved within the Review Period following the receipt of a final written warning the University will advise the Employee of the Employee's continued or repeated Unsatisfactory Work Performance and provide the Employee with a reasonable opportunity to respond.

1.38.9.7 The University will determine the action to apply to the Employee arising from the Unsatisfactory Work Performance following consideration of:

- (a) the effect of the Employee's performance proportionate to the proposed action;
- (b) the Employee's supplementary response and explanation (if provided); and,
- (c) organisational or personal factors that may have contributed to the Employee's Unsatisfactory Work Performance.

1.38.9.8 The potential outcomes are:

- (a) assignment of the Employee, with or without their agreement, to a role at a classification level lower than the Employee's current classification level without maintaining the Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) of the current classification (**Demotion**);
- (b) termination of the Employee's employment with notice;
- (c) withholding progression to the next Base Salary increment for a specified period of time;
- (d) removal or reduction of remuneration provided at the discretion of the University in excess of the Agreement; or
- (e) rescission of any benefit in kind provided by the University at its discretion in excess of the Agreement.

1.38.9.9 The University will advise the Employee of the Unsatisfactory Work Performance outcome in writing.

1.39 MANAGEMENT OF MISCONDUCT

1.39.1 For the purposes of this clause, misconduct includes:

1.39.1.1 a contravention of a provision of any relevant law, University statute or regulation, the Agreement or University Policy;

1.39.1.2 a contravention of a lawful direction given to the Employee by an authorised Employee of the University;

1.39.1.3 negligent, careless or incompetent discharge of an Employee's duties or responsibilities;

1.39.1.4 repeated conduct or performance that has been subject to prior action under this clause 1.39; and

1.39.1.5 for Academics (as defined in Division 2 of the Agreement), any falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, including the improper appropriation of the intellectual property and contributions of others; failure to declare or manage a serious conflict of interest; and the wilful concealment or facilitation of research misconduct by others (**Research Misconduct**).

1.39.2 For the purpose of this clause, serious misconduct is:

1.39.2.1 wilful and deliberate behaviour which results in a serious contravention of the kind set out above at clause 1.39.1;

- 1.39.2.2 persistent or repeated instances of misconduct which results in a serious contravention of the kind set out at clause 1.39.1; or
- 1.39.2.3 serious misconduct that falls within the definition of that term as set out in the FW Act or the regulations to the FW Act.
- 1.39.3 Following initial assessment by the University of the facts and circumstances informing its view of an Employee's misconduct or serious misconduct, the University will:
 - 1.39.3.1 provide written advice to the Employee of the misconduct or serious misconduct, setting out the basis for the University's view;
 - 1.39.3.2 provide any material in support of the University's view;
 - 1.39.3.3 provide the Employee with an opportunity to seek advice and prepare their response to the misconduct or serious misconduct;
 - 1.39.3.4 for research misconduct by Academics (as defined in Division 2 of the Agreement), review the research misconduct consistent with the processes set out in the Commonwealth Government *Australian Code For The Responsible Conduct of Research* (as amended or its successor) and its associated procedures (**Research Misconduct Review**);
 - 1.39.3.5 except where clause 1.39.4 applies, where the Employee refutes the misconduct or serious misconduct, assign an individual, who has no prior involvement in the matter (**Reviewer**), to conduct an impartial review of the University's initial assessment of the Employee's misconduct or serious misconduct (**Review**).
- 1.39.4 The University is committed to supporting victim/survivors who experience sexual harassment/misconduct and/or breaches of the University's Child Safety policy by an Employee. This includes addressing appropriate disciplinary action expediently where there are findings of fact against the respondent Employee. Accordingly, a Review under clause 1.39.3.5 will not be applicable in respect of serious misconduct arising from findings of sexual harassment/misconduct and/or breaches of the University's Child Safety policy.
- 1.39.5 Where a Review under clause 1.39.3.5 is requested by the Employee, the University will:
 - 1.39.5.1 provide the Employee with an opportunity to seek advice and prepare their response to the misconduct or serious misconduct;
 - 1.39.5.2 allow the Employee the opportunity of at least five working days to provide the Reviewer (either in person or in writing) with their response and explanation of the misconduct including details of any personal and other mitigating factors relevant to the misconduct;
 - 1.39.5.3 for the purpose of clause 1.39.5.2 above, an extension of time not exceeding ten working days may be granted by the University at its discretion of the University to satisfy procedural fairness; and
 - 1.39.5.4 provide opportunity for the Reviewer to interview other relevant individuals if and when required by the Reviewer;
 - 1.39.5.5 provide opportunity for the Reviewer to collect further information;

- 1.39.5.6 where the University deems it necessary during the Review, direct the Employee to either perform alternative duties, work at an alternative place of work, not attend the workplace or be suspended from duties on paid leave of absence;
- 1.39.5.7 receive on completion of the Review, a report from the Reviewer containing the Employee's response and explanation and any new information or material relevant to the misconduct which had not been known to the University and so not considered at the initial assessment.
- 1.39.6 If the University determines (including after the Review or Research Misconduct Review) that misconduct or serious misconduct has taken place, it will assess the misconduct or serious misconduct by the Employee and determine the appropriate disciplinary actions as set out at clause 1.39.7 following consideration of:
- 1.39.6.1 the seriousness of the matter proportionate to the proposed action; and
- 1.39.6.2 any new information and any mitigating factors emerging from the Employee's response.
- 1.39.7 The University may take one or more of the following actions:
- 1.39.7.1 no action;
- 1.39.7.2 formal counselling;
- 1.39.7.3 formal written warning;
- 1.39.7.4 final written warning;
- 1.39.7.5 training and development;
- 1.39.7.6 transfer to an alternative position with or without the Employee's consent;
- 1.39.7.7 Demotion (as defined in clause 1.38.9.8(a)); or
- 1.39.7.8 in the case of serious misconduct, termination of employment:
- (a) with notice; or
- (b) without notice.
- 1.39.8 The Employee will be advised both in person and in writing of the University's decision regarding the misconduct or serious misconduct and the subsequent action that the University intends to take. The Employee will be provided a further 24 hours to provide any new personal or mitigating information, which was not already provided for final consideration by the University.
- 1.39.9 With the exception of termination of employment arising from described at clause 1.39.4, an Employee may initiate a dispute at clause 1.42.8 if and when the University provides advice at clause 1.39.8 of disciplinary action contemplated at clauses 1.39.7.7 (Demotion) and 1.39.7.8(a) (termination of employment with notice).
- 1.40 CONSULTATION ON WORKPLACE CHANGE**
- 1.40.1 Separate and prior to formal consultation set out in this clause and with exception to circumstances set out at clause 1.40.4, the University, at its discretion, will informally engage with relevant stakeholders to inform the development of a change proposal.

- 1.40.2 Where the University has developed a proposal for major change that is likely to have a significant effect on Employees, the University will consult with the Employees likely to be directly affected by the change, the relevant Union and any other affected Employees' nominated representative.
- 1.40.3 For the purpose of this clause 1.40:
- 1.40.3.1 "consultation" means the full, meaningful and forthright discussion of issues/proposals in good faith and the consideration of each party's views, prior to the implementation of a decision by the University;
 - 1.40.3.2 "major change" refers to major change in the University's operations, programme of work, organisation, structure or technology that is likely to have significant effect on employment; and
 - 1.40.3.3 "significant effect" refers to the termination of a number of employees through redundancy; major changes in composition, operation or size of the University's workforce (that are not variations typical to the normal day to day operations of the University) or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining and the restructuring of jobs.
- 1.40.4 The University is not required to consult with Employees if the University is moving its resources within the organisation as required, and where such change does not have a significant effect.
- 1.40.5 For the purpose of this clause 1.40, the University is not required to disclose confidential information which would be contrary to the University's interests. The Parties agree not to seek disclosure of such information by any alternative means for the purpose of consultation.
- 1.40.6 For the purpose of this clause 1.40, the University will give genuine consideration to, and take into account, the views of Employees and relevant Unions and other relevant stakeholders to inform and influence the University's decision. Nothing in this clause 1.40 gives the Employee, relevant Union and any other nominated representative a right to joint decision making.
- 1.40.7 Consultation as contemplated in this clause 1.40 is not required in respect of changes expressly provided for in this Agreement.
- 1.40.8 This Agreement has no effect or coverage on the University's decision making or implementation of a decision and nothing in this Agreement blocks, impedes or interferes with the University's decision making or implementation of a decision.
- 1.40.9 Where consultation is required under this clause 1.40, the University will discuss with the Employees directly affected by the major change, with the relevant Union or any other affected Employees' nominated representatives:
- 1.40.9.1 the anticipated significant effect that the change is likely to have on Employees;
 - 1.40.9.2 measures to avert or mitigate any adverse effect of the change on the Employees; and,
 - 1.40.9.3 matters raised by the Employees or their representatives in relation to the effect of the change.
- 1.40.10 To assist consultation under this clause 1.40, the University will provide in writing to the Employees concerned, the relevant Union or any other nominated representatives:

- 1.40.10.1 all relevant information about the change including the nature of the change proposed;
- 1.40.10.2 the expected effect of the change on Employees and any other matters likely to affect Employees.
- 1.40.11 Unless contrary to the University's statutory, financial or operational requirements necessitating a shorter duration for consultation, consultation under this clause 1.40 is:
 - 1.40.11.1 for a four week period from the date discussions contemplated at clause 1.40.9 commence. or
 - 1.40.11.2 as otherwise agreed between the University, directly affected Employees, the relevant Union or any other Employee's nominated representatives. Agreement for the purposes of this clause 1.40.11 will not be unreasonably withheld where the nature of the change being proposed warrants an extended duration.

1.41 CONSULTATION ON CHANGES TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

Where applicable, if the University proposes to introduce a change to an Employee's regular roster or ordinary hours of work, the University must, as soon as possible after proposing to introduce the change, provide information to the Employee (including, where relevant, the Employee's representative) about the change, and invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and consider any views given by the Employee about the impact of the change.

1.42 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

- 1.42.1 The grievance and dispute settlement procedures (**Dispute Procedure**) apply to employment grievances and disputes arising from the application of this Agreement and the relevant provisions of the NES.
- 1.42.2 The Dispute Procedure also applies to employment grievances and disputes that do not arise from the application of this Agreement or the relevant provisions of the NES with exception to referral to the FWC at clause 1.42.9.1(b) and 1.42.9.2.
- 1.42.3 Grievances and disputes regarding alleged non-compliance by the University with processes set out in the Agreement (including matters of procedural fairness) when coming to a decision may be brought under this Dispute Procedure but not grievances or disputes about the decision itself.
- 1.42.4 The following are not covered by the Dispute Procedure:
 - 1.42.4.1 occupational health and safety matters not addressed in the Agreement; and
 - 1.42.4.2 the formation, amendment or rescission of University Policy that accord with the terms of the Agreement.
- 1.42.5 An Employee may be assisted by a support person or nominated representative with the exception of a University Employee employed in the Employee's faculty or administrative business division where a conflict of interest exists. For the purpose of this clause 1.42.5, "be assisted by a support person or nominated representative" does not displace or interfere with direct interaction between the Employee and the University when attempting to resolve disputed matters.

1.42.6 The parties will genuinely attempt to resolve grievances and disputes at the workplace in good faith and in confidence. Where possible, grievances should, in the first instance, be dealt with locally, impartially, efficiently and informally.

1.42.7 Dispute Procedure - General

1.42.7.1 Where a grievance or dispute (excluding disputed matters set out at clause 1.42.8) arises between an Employee and the University the matter will first be discussed between the Employee concerned and their immediate supervisor.

1.42.7.2 If the grievance or dispute is unable to be resolved within a reasonable timeframe, the matter may be referred to the next level of management.

1.42.7.3 If the grievance or dispute cannot be resolved within a reasonable timeframe at the next level of management, the matter may be referred in writing to the Executive Director, Human Resources & OHS (or delegate).

1.42.7.4 The Union may directly raise a dispute relating to the interpretation, implementation or application of the Agreement or applicable NES provisions which does not relate to a particular Employee in writing with the University through the Chief Human Resources Officer (or delegate).

1.42.7.5 For the purpose of this clause 1.42.7 reference to “a reasonable timeframe” means five working days unless an extension of time is agreed to facilitate resolution of the matter.

1.42.8 Dispute Committee – Disputed Demotion, or Termination of Employment With Notice, or Academic Non-Confirmation

1.42.8.1 Within five working days of being informed by the University of an intended Demotion (as defined in clause 1.38.9.8(a)), termination of employment (excluding termination arising from serious misconduct as described at clause 1.39.4) or for Academics (as defined in Division 2 of the Agreement) non-confirmation, an Employee may raise a dispute in writing with the University through the Chief Human Resources Officer (or delegate) on one or more of the following grounds:

- (a) the Employee was not afforded fair treatment;
 - (b) the intended action by the University is not supported by the evidence; or
 - (c) the intended action by the University was disproportionate to the circumstances,
- (together **Disputed Matters**).

1.42.8.2 Within the five working days of receiving the dispute the Chief Human Resources Officer (or delegate) will convene a dispute committee comprising of:

- (a) a University Executive appointed to Chair the committee (**Chair**); and
- (b) equal numbers of University Employees nominated by the University and NTEU; and
- (c) for the purpose of (a) above, the Chair will be an individual who has not had previous involvement in the Disputed Matters, has relevant experience, is impartial and commands the confidence of both University leadership and Employees.

(together **Dispute Committee**).

1.42.8.3 Members of the Dispute Committee are required to remain impartial and not represent the interests of either the University, the Employee or Union.

1.42.8.4 The Dispute Committee proceedings and deliberations are conducted in confidence, in good faith and without prejudice.

1.42.8.5 The Dispute Committee must:

- (a) act efficiently and in accordance with principles of procedural fairness,
- (b) only consider the matters pertaining to the grounds set out at clause 1.42.8.1;
- (c) take reasonable steps to be fully informed of the particulars pertaining to the Disputed Matters.

1.42.8.6 Parties to the dispute will be entitled to put their respective positions and concerns regarding the Disputed Matters to the Dispute Committee by way of verbal submissions, written submissions and supporting material.

1.42.8.7 The Dispute Committee will report (either collectively or separately) to the University within 10 working days of convening for action, if any, by the University. The Chief Human Resources Officer (or delegate) may grant an extension of time on the recommendation of the Chair.

1.42.9 Referral to the FWC

1.42.9.1 If the grievance or dispute is unable to be resolved in accordance with clause 1.42.7, and without limiting the FWC's power to deal with disputes about statutory flexible work arrangements under the NES, a party to the grievance or dispute may apply to the FWC:

- (a) for assistance to resolve the grievance or dispute through conciliation;
- (b) to have the matter arbitrated if conciliation is unsuccessful.

1.42.9.2 The decision of the FWC will bind the parties to the dispute, subject to either party exercising a right of appeal in accordance with the FW Act.

1.42.9.3 Disputed Matters dealt with by the Dispute Committee as set out at clause 1.42.8 may not be referred to the FWC.

1.42.10 Continuation of work

1.42.10.1 Notwithstanding the notification of a grievance or dispute in accordance with this clause, work will continue in accordance with the directions of the University (**Continuation of Work**) until the grievance or dispute is resolved.

1.42.10.2 The exception to 1.42.10.1 above is where Continuation of Work:

- (a) might exacerbate purported health and safety concerns;
- (b) might exacerbate an alleged discrimination complaint;
- (c) might exacerbate an alleged adverse action complaint; or
- (d) will result in actions that cannot be wound back and therefore may be prejudicial to the resolution of the Disputed Matter.

1.42.10.3 Continuation of Work under this clause 1.42.10 is without prejudice to the resolution of the Disputed Matter.

1.43 UNION REPRESENTATIVES

- 1.43.1 The Parties acknowledge the NTEU is the primary convener of union matters on site.
- 1.43.2 Due to the size of the main campus, the University will continue to provide Employees with on-site access to the University Branch of the NTEU by way of:
- 1.43.2.1 office space located on the Parkville campus;
 - 1.43.2.2 facilities provided to University guests and visitors;
 - 1.43.2.3 unpaid meetings of union members on University premises;
 - 1.43.2.4 reasonable paid meetings for the purpose of briefing members on bargaining or members affected by matters arising from clause 1.40.
- 1.43.3 The University will continue the practice of informing the University Branch of the NTEU, and the United Workers Union (UWU), of formal University induction sessions, and provide the University Branch of the NTEU with the opportunity to advise new Employees of their services during scheduled breaks in induction sessions.
- 1.43.4 The University will continue the practice of providing payroll deductions for union membership as and when requested by an Employee. An Employee may cancel the deduction at any time by providing the University with written advice.
- 1.43.5 An Employee who has been elected as a union representative will be allowed reasonable time during working hours to conduct union business pertaining to the University. For the purpose of this clause, “reasonable time” means a release from usual duties on occasion where such release does not unduly or substantively interfere with the operational requirements of the Employee’s work (**Time Release**).
- 1.43.6 For the President and Secretary of the University Branch of the NTEU, Time Release will be no more than 50% of their ordinary weekly working time as and where required.
- 1.43.7 Employees representing unions at bargaining will be provided Time Release to prepare for bargaining, attend bargaining meetings, or, where required, attend proceedings arising from bargaining.
- 1.43.8 Subject to operational requirements and provided that the Employee makes application with reasonable notice of no less than 10 days, the University will provide paid leave of absence to Employees:
- 1.43.8.1 nominated by the NTEU or UWU to the University as authorised union delegates of up to 5 days per annum (non-cumulative), or 10 days over two calendar years if requested by the NTEU or UWU for a delegate to undertake trade union training, development or related educational activities; or,
 - 1.43.8.2 elected under NTEU’s rules to attend Branch Committee meetings and meetings of State union bodies of which the Employee is a member, and in respect of NTEU National Executive members or members of NTEU’s National Council or Committees, to attend meetings of those bodies of up to 5 days per annum (non-cumulative); or

1.43.8.3 elected under UWU's rules to attend the UWU's state and/or national representative committees.

1.43.9 The University will, at its discretion, consider and where warranted approve requests for additional paid leave of absence in excess of the leave set out above as and where the need arises.

1.43.10 The University will, at its discretion, consider requests by Employees to attend union training leave with less than 10 days' notice set out at clause 1.43.8 in circumstances where the Employee has been asked to attend training at short notice due to absence.

1.44 JOINT CONSULTATIVE COMMITTEE

1.44.1 The Parties acknowledge the benefit of having regular meetings to discuss matters related to the implementation of the Agreement during its operation.

1.44.2 The University shall convene a Joint Consultative Committee (**JCC**), chaired by a Director Workplace Relations (or equivalent), with other Parties to the Agreement.

1.44.3 The JCC will meet as required, at a mutually agreed time.

1.44.4 NTEU Branch Committee members and UWU delegates will be provided Time Release (as defined in clause 1.43.5) to prepare for, and attend, a JCC meeting.

1.45 REDUNDANCY

1.45.1 Redundancy occurs where the University decides that it no longer requires the Continuing position an Employee has been performing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Including (but not limited to) circumstances where:

1.45.1.1 the substantive work performed in the position is no longer required by the University;

1.45.1.2 the University changes the position with the effect of substantially changing the skills, competencies, experience or hours of work required; or

1.45.1.3 the University decides to reduce the aggregate number of like positions that are surplus to requirements.

1.45.2 Where the University has made a decision to make positions redundant, the University will (amongst other matters arising):

1.45.2.1 give genuine consideration to reasonable and financially viable actions intended to:

(a) mitigate the effect of the redundancy (including but not limited to attrition through turnover of labour); or

(b) avoid circumstances where an individual is required to participate in successive redeployment or redundancy processes throughout the life of the Agreement;

1.45.2.2 prior to involuntary separation arising from redundancy, consider and exhaust all reasonable, alternative actions set out below at clause 1.46; and,

1.45.2.3 discuss changes to Workload (as defined in clause 2.11 or 3.15 (as applicable)), work practices or work that will no longer be performed arising

from the redundancy and keep Employees affected by the change informed of the outcomes arising from the redundancy.

- 1.45.3 Nothing in clause 1.45.2 prohibits the University from terminating the employment of an Employee as a genuine redundancy.

1.46 REDEPLOYMENT & OTHER ALTERNATIVE ACTIONS

- 1.46.1 The University will provide an Employee whose position has been made redundant with an opportunity to be considered for an alternative position across the University or an associated entity (**Redeployment**). Redeployment may be to either a role that is considered on an overall basis by the University to be a “suitable alternative position” or otherwise an “alternative position”.
- 1.46.2 For the purpose of this clause 1.46 a “suitable alternative position” means a vacant position that:
- 1.46.2.1 on an overall basis, draws upon the Employee’s skills, competencies and experience without diminishing classification, work capacity, status, Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) or equivalent career progression; and
 - 1.46.2.2 does not unreasonably extend the Employee’s usual travel time (together **Suitable Alternative Position**).
- 1.46.3 For the purpose of this clause 1.46 an:
- 1.46.3.1 “alternative position” means any vacant position the Employee elects to accept that does not fall within the meaning of Suitable Alternative Position (**Alternative Position**); and
 - 1.46.3.2 “alternative Part-Time position” means any vacant Alternative Position which falls within the meaning of Part-Time set out in the Agreement (**Alternative Part-time Position**).
- 1.46.4 Where an Employee elects Redeployment to either an Alternative Position of a lower classification or Alternative Part-Time Position of a lower classification, the Employee will have their Base Salary maintained (but not the time fraction in the case of Alternative Part-Time Position) for a period equivalent to the number of weeks’ severance that the Employee would otherwise receive as part of their Redundancy Pay as defined in clause 2.21.1 or 3.27.1 as applicable (**Salary Maintenance**). On completion of the period of Salary Maintenance, the Employee will be paid the Base Salary at the top of the range for the classification applicable to the Alternative Position or Alternative Part-Time Position (as applicable).
- 1.46.5 Where an Employee has been given notice that their position is redundant (inclusive of the commencement date of a notice period and a date upon which their employment will end) the Employee may request that the University consider ending their employment prior to the expiry of the notice period in place of considering opportunities for Redeployment. If the University accepts the Employee's request to end the employment prior to the notice period end date, the Employee's employment will end on a date specified by the University or such other date as agreed between the University and the Employee (**Early Separation**). If the termination date is earlier than the end of the notice period, the Employee will be paid in lieu of the balance of the notice period. Early Separation initiated by the Employee and acceptance by the University is on the agreed understanding that

Early Separation is a genuine redundancy and not a dismissal for the purpose of the FW Act. Early Separation is a form of voluntary redundancy.

- 1.46.6 In circumstances where Redundancy occurs due to a reduction of like positions contemplated at clause 1.45.1.3 resulting in an internal competitive process for selection to one of the remaining positions (**Competitive Process**), an Employee directly affected by the reduction of like positions may elect voluntary redundancy ahead of and in place of participating in the Competitive Process. The number of voluntary redundancies available will be equal to the aggregate number of like positions that are surplus to requirements.
- 1.46.7 In all other cases of Redundancy not covered by clauses 1.46.5 and 1.46.6 above, the University may, at its discretion, invite Employees to lodge an expression of interest for voluntary redundancy, on occasion where it will mitigate the need for involuntary redundancies. The University will accept an Employee's expression of interest for voluntary redundancy where the University deems the Employee's position to be genuinely redundant.
- 1.46.8 The University may direct an Employee to be redeployed to a Suitable Alternative Position but not an Alternative Position. An Employee may not unreasonably decline an offer of redeployment by the University to a Suitable Alternative Position.
- 1.46.9 On one occasion, an Employee may be redeployed to a Suitable Alternative Position on a temporary basis for a mutually agreed period not exceeding 12 months (**Temporary Redeployment**). If Redeployment to a Continuing position does not become available during the Temporary Redeployment, the Employee's employment will terminate on conclusion of the Temporary Redeployment. Redundancy Pay as defined in clause 2.21.1 or 3.27.1 (as applicable) is calculated on the salary (as defined in clause 2.21.4 or 3.27.4) and terms applicable to the redundant position. The period of Temporary Redeployment is inclusive of the eight weeks' notice of redundancy.

1.47 NOTIFICATION OF REDUNDANCY

- 1.47.1 Where the University has determined that an Employee's position is redundant, the University will advise the Employee in writing that:
- 1.47.1.1 the position is redundant;
 - 1.47.1.2 eight weeks' notice of termination has commenced;
 - 1.47.1.3 the University will endeavour to Redeploy the Employee to a Suitable Alternative Position (as defined in clause 1.46.2) during the notice period; and
 - 1.47.1.4 if Redeployment (as defined in clause 1.46.1) is unsuccessful, employment will be terminated due to redundancy.
- 1.47.2 Where an Employee requests Early Separation (as defined in clause 1.46.5) within the notice period at this clause 1.47.2, the University will pay the Employee in lieu of the remaining balance of the notice period and Redundancy Pay (as defined in clause 2.21.1 or 3.27.1 (as applicable)) calculated as at the Employee's final date of employment as agreed between the University and Employee.

1.48 ABANDONMENT OF EMPLOYMENT

1.48.1 The University may end the employment with payment in lieu of notice where the Employee is absent for more than 40 consecutive working days in circumstances where:

1.48.1.1 the absence has not been authorised by the University;

1.48.1.2 the Employee has not contacted the University to provide an explanation for their absence; and

1.48.1.3 after due inquiry, the University could not reasonably have been aware of any proper grounds for the Employee's absence.

1.49 FLEXIBLE WORK

1.49.1 The Parties acknowledge and support University Policy pertaining to the management of statutory and informal flexible work arrangements both in terms of work location and hours of work. Subject to University Policy and any lawful and reasonable directive to attend the workplace, Employee requests to work remotely will not be unreasonably withheld. Other than for the purposes of enhancing the policy to the benefit of Employees, the Parties agree that the Flexible Work Arrangements Policy in place as at 1 December 2023 will not be reviewed, amended, or rescinded during the life of the Agreement.

1.50 RIGHT TO DISCONNECT OUTSIDE NORMAL WORKING HOURS

1.50.1 An Employee has a right to connect or disconnect from work outside of their normal working hours or during periods of approved absence.

1.50.2 Other than in emergency situations or genuine welfare matters, an Employee:

1.50.2.1 is not required to read or respond to emails or phone calls outside of their normal working hours or during periods of approved absence, unless the Employee has agreed to be available; and

1.50.2.2 is not required to provide personal contact information for the purposes of conducting work outside their ordinary hours or during periods of approved absence.

Division 2 – Academic Terms

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2.2 SCOPE OF DIVISION 2

2.2.1 Division 2 of the Agreement applies only to Employees engaged under a Continuing or Fixed-Term employment contract and who are employed to perform work in the classifications set out below at clause 0 and who do not hold Executive Roles (**Academics**).

2.2.2 For the purpose of this Agreement:

2.2.2.1 “Non-Executive Academic roles” are those positions set out at 2.14.2 as the “Occupational Equivalent” for each appropriate MSAL but exclude those individuals engaged in a position which falls within the definition of Executive Roles set out below.

2.2.2.2 “Executive Roles” means:

- (a) the position of Vice-Chancellor, Provost, Deputy Provost, Deputy Vice-Chancellor, Pro Vice-Chancellor, Assistant Vice-Chancellor, Dean or equivalent howsoever called; or
- (b) academic roles which report directly to the Vice-Chancellor or Provost.

Division 2 Academic Base Salaries under the Agreement by Classification (inclusive of the increases contained in clause 1.10) (**Base Salary**) are set out in Schedule A.

2.2.3 Base Salaries will be paid fortnightly by dividing the annual Academic Base Salary by 365.25 and multiplying by 14.

2.3 EMPLOYMENT CATEGORIES

2.3.1 Academics will be employed under this Division 2 in one of the following employment categories:

- 2.3.1.1 Continuing employment;
- 2.3.1.2 Continuing (Research Contingent) employment; or
- 2.3.1.3 Fixed-Term employment.

2.4 CONTINUING EMPLOYMENT

Continuing (or ongoing) employment has no fixed end date except where notice of termination has been provided.

2.5 CONTINUING (RESEARCH CONTINGENT) EMPLOYMENT

2.5.1 Continuing (Research Contingent) employment is Continuing employment that is not limited to a fixed end date (except where notice of termination has been provided) and where Continuing employment is contingent on:

- 2.5.1.1 externally provided funding for the purpose of research and for the performance of the research duties required;
- 2.5.1.2 continuation of the research pertaining to the position; and
- 2.5.1.3 the Academic being either:
 - (a) research active; or
 - (b) engaged on a research project.

2.5.2 For the purpose of clause 2.5.1.1, “externally provided funding for the purpose of research” means:

- 2.5.2.1 research funding for a limited term provided from a source, or a combination of sources, external to the University covering more than 50% of the position’s costs (inclusive of on-costs);
- 2.5.2.2 funding not provided through student funding from Government;
- 2.5.2.3 funding not derived from the payment of fees made by or on behalf of students; or
- 2.5.2.4 funding not derived from the payment of fee for services provided by the University.

2.5.3 A Continuing (Research Contingent) employment position will end when one or more of the conditions set out at clause 2.5.1 are no longer applicable.

2.5.4 The following provisions set out the arrangements for Academics whose Continuing (Research Contingent) employment position is no longer required for reasons set out above at clause 2.5.3.

2.5.5 The University will endeavour to transfer the Academic to a vacant suitable alternative Continuing (Research Contingent) employment position within the University.

2.5.6 Where it is evident that a suitable alternative Continuing (Research Contingent) employment position will be made available within 26 weeks of the Academic’s substantive position ending, the University may:

- 2.5.6.1 directly fund continuation of the position pending the renewal of external funding described at clause 2.5.2 above; or

- 2.5.6.2 grant the Academic leave without pay pending commencement of the new position. Leave without pay in such circumstance will not be deemed a break in service for the purpose of long service leave. Where the Academic chooses separation under the provisions set out below, the University is not obliged to re-employ the Academic within two years of the Academic's termination of employment.
- 2.5.7 Where it is evident that a suitable alternative Continuing (Research Contingent) employment position will not be available as set out above at clause 2.5.6, the Academic will be considered for redeployment throughout the University to vacant Suitable Alternative Positions (as described at clause 1.46) as determined by the University that are not research contingent.
- 2.5.8 Clauses 2.5.9 and 2.5.10 below do not apply in circumstances where an Academic declines an offer of suitable alternative employment contemplated at clause 2.5.6 and 2.5.7.
- 2.5.9 An Academic who is not offered Suitable Alternative Employment contemplated at clause 2.5.6 and 2.5.7 shall be provided a minimum of four weeks' written notice (five weeks' notice if the Academic is over 45 years of age) that the employment will end. Efforts to redeploy the Academic to a Suitable Alternative Position contemplated at clause 2.5.7 shall continue throughout the notice period. The University may pay the Academic in lieu of all or part of the notice period not worked.
- 2.5.10 An Academic whose employment is terminated for reasons set out at clause 2.5.3 will also receive the following severance payment:

Length of Continuous Service	Severance payment
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

- 2.5.11 For the purpose of clause 2.5.10, "Continuous Service" means service under an unbroken contract of employment and includes any period of leave of absence that does not break service as set out in this Agreement or legislation including a break in service and leave without pay contemplated in this clause 2.5, but does not include any period of:
- 2.5.11.1 unauthorised absence;
- 2.5.11.2 unpaid leave or unpaid authorised absence other than a period of:
- (a) absence due to Community Service Leave;
 - (b) leave of absence set out elsewhere in the Agreement that provides for continuity of service; or
 - (c) leave or absence of a kind prescribed in legislation.
- 2.5.12 With exception to the provisions set out in this clause 2.5 the Academic will be entitled to the terms and conditions applicable to Continuing employment.

2.5.13 Termination of employment arising from other reasons not set out in this clause 2.5 will accord with the applicable provision of the Agreement.

2.6 FIXED-TERM EMPLOYMENT

2.6.1 The University may engage an Academic on a Fixed-Term basis as set out below subject to the provisions of the FW Act.

2.6.2 Fixed-Term employment occurs where the University identifies work needed for a:

2.6.2.1 specified period of time with a start and end date; or

2.6.2.2 specified task, project or purpose with a specified term of completion other than an end date; or

2.6.2.3 position that is required to backfill/accomodate a temporary absence or arrangement due to, amongst other circumstances, Parental Leave, Long Service Leave, long term absence, pre-retirement arrangements, sabbatical, temporary transfer, secondment to another organisation, or while a selection process for a vacancy is being completed; and

2.6.2.4 where (with exception to clause 2.6.2.3) the:

(a) work is not required on an ongoing basis; and

(b) position requires the same or similar work to be performed for a period not in excess of five years' duration without a break in service.

2.6.3 Where an Academic is engaged on successive Fixed-Term employment contracts (performing the same or substantially similar duties) for a period in excess of two (2) years without a break in service, and the University identifies the need for the role to be performed on an ongoing basis, the Academic will be offered Continuing employment, with exception where the Academic:

2.6.3.1 will not be performing the same or substantially similar duties to the preceding Fixed-Term agreement;

2.6.3.2 has not satisfactorily performed in the position; or

2.6.3.3 was not previously appointed to the position through a competitive selection process.

2.6.4 Each period of Fixed-Term employment stands alone. Accordingly:

2.6.4.1 an Academic will be paid all unused accrued Annual Leave at the expiration of the Fixed-Term employment;

2.6.4.2 redundancy, including redundancy pay (also referred to as severance pay) in the Agreement does not apply to Fixed-Term employment;

2.6.4.3 unless otherwise required in this clause 2.6, the University is under no obligation to offer further employment at expiration of Fixed-Term employment.

2.6.5 Unless specified elsewhere in this Agreement, a Fixed-Term Employee is entitled to the same employment conditions (including incremental progression) as would apply to a Continuing Employee engaged in an equivalent classification and working an equivalent proportion of normal weekly hours for the classification.

2.6.6 The University when offering Fixed-Term employment will, as a minimum requirement, inform the individual in writing that they are employed on Fixed-Term employment, the term of the Fixed-Term employment, the classification level, rate of pay and hours of work.

- 2.6.7 Fixed-Term employment may be terminated prior to the expiration date subject to the Probation provision at clause 1.36, Management of Unsatisfactory Performance and Misconduct at clauses 1.37, 1.38 and 1.39 (including the applicable notice of termination contemplated in the respective clauses and termination provisions set out in the Agreement) or where the Employee is paid in lieu of the time remaining under the contract.
- 2.6.8 For the purpose of this clause 2.6, the following does not constitute a break in service:
- 2.6.8.1 two or less breaks between Fixed-Term appointments per calendar year where each break does not exceed six weeks on each occasion between each Fixed-Term appointment;
 - 2.6.8.2 a break over the year-end summer period on occasion where the second or subsequent Fixed-Term employment is for the same position;
 - 2.6.8.3 periods of unpaid leave approved by the University;
 - 2.6.8.4 where it is demonstrable that the pattern of Fixed-Term employment was structured for the sole purpose of avoiding the separation arrangement at clause 2.6.9; or
 - 2.6.8.5 any other unpaid absence which counts towards an Employee's period of continuous employment for the purposes of the *Long Service Leave Act 2018* (Vic).
- 2.6.9 The University will provide an Academic with a separation payment at expiration of the Fixed-Term employment as set out below at clause 2.6.10 (**Separation Payment**) on occasion where:
- 2.6.9.1 the individual, at expiration of the Fixed-Term employment, had been engaged on successive Fixed-Term contracts (i.e. not a single contract) to perform the same or similar work for a period in excess of five years without a break in service; and
 - 2.6.9.2 the University elected to end the employment at expiration of the Fixed-Term employment without offer to extend the Fixed-Term employment and where:
 - (a) there was no suitable alternative employment available; or
 - (b) the individual was unsuccessful in attaining subsequent employment within the University through a competitive selection process; and
 - (c) it is evident that an offer by the University for further employment (excluding Casual employment) will not be available within 26 weeks following expiration of the Fixed-Term employment.
- 2.6.10 For the purpose of clause 2.6.9, the Separation Payment is as follows.

Length of Continuous Service	Separation payment
At least 5 years but less than 8 years	10 weeks' pay
At least 8 years but less than 9 years	11 weeks' pay
At least 9 years but less than 10 years	12 weeks' pay
At least 10 years	10 weeks' pay

2.6.11 An Academic will not receive the Separation Payment set out above at clause 2.6.10 where the Academic:

2.6.11.1 declined an offer of further equivalent employment; or

2.6.11.2 elected to end the employment relationship.

2.7 FULL-TIME EMPLOYMENT

An Academic engaged in full-time employment works 36.25 ordinary hours per week as contemplated at clause 2.11.11.

2.8 PART-TIME EMPLOYMENT

2.8.1 An Academic may be employed on a Part-Time basis through either:

2.8.1.1 Part-Time Employment (Weekly); or

2.8.1.2 Part-Time Employment (Annualised).

2.8.2 An Academic employed on a Part-Time basis:

2.8.2.1 will accrue and take leave pro rata to the Full-Time equivalent based on the Academic's contract ordinary hours of work;

2.8.2.2 may have their contract ordinary hours of work varied by mutual agreement; and

2.8.2.3 receives, on a pro rata basis, terms and conditions equivalent to Full-Time employment.

2.9 PART-TIME EMPLOYMENT (WEEKLY)

2.9.1 An Academic engaged in Part-Time Employment (Weekly):

2.9.1.1 works less than 36.25 ordinary hours per week; and

2.9.1.2 has reasonably predictable hours of work.

2.9.2 Ordinary hours of work may be worked by mutual agreement either as:

2.9.2.1 fixed hours per week, on fixed days; or

2.9.2.2 fixed hours per week flexibly arranged throughout the week.

2.10 PART-TIME EMPLOYMENT (ANNUALISED)

2.10.1 An Academic engaged in Part-Time Employment (Annualised) works less than 36.25 ordinary hours per week averaged over a year.

2.10.2 Due to the specific seasonal nature of work within the University, with fluctuations in the hours of work required to be performed across a continuous twelve (12) month period including periods of intense work and other periods where work is not required across the academic programme, the University provides this mechanism by which an Employee can receive a constant income across the calendar year in order to provide financial certainty for the Employee's benefit.

2.10.3 By agreement with the Employee, the University may engage a Part-Time Academic on an annualised basis as set out in the clauses below (**Annualised Engagement**).

2.10.4 At the commencement of each Annualised Engagement, the Academic and the University will agree in writing on the number of ordinary hours to be worked by the Academic within a continuous twelve (12) month period in an agreed work pattern

such as, but not limited to, work to be performed in a specified semester, summer term, winter term and the like (**Annual Work Pattern**). The hours to be worked in the Annual Work Pattern will be averaged over the continuous twelve (12) month period to determine the Employee's time fraction (**Time Fraction**).

- 2.10.5 Changes to the Employee's hours of work during the continuous twelve (12) month period will require a mutually agreed written variation to the Annual Work Pattern and subsequent variation to the Time Fraction.
- 2.10.6 All forms of leave will accrue progressively according to the Time Fraction and will not be affected by how many actual hours the Academic has worked at a particular point in time.
- 2.10.7 When the Academic takes a period of leave (including single day absences or Public Holidays) the leave will be deducted on the Time Fraction.
- 2.10.8 As a condition of entering an Annualised Engagement, the University may require the Academic to agree to take a pre-approved period of annual leave which will be programmed into the Annual Work Pattern.
- 2.10.9 If the Annualised Engagement terminates before the end of the twelve (12) month period, the University will reconcile the hours worked to date under the Annual Work Pattern and the income received to date. The University will determine whether it is necessary to make any adjustments to the Employee's final pay.
- 2.10.10 The provisions set out in this clause 2.10 do not apply to any periodic employment arrangement entered into prior to the Commencement Date of this Agreement, which will continue in accordance with its terms until terminated or replaced.

2.11 WORKLOAD AND HOURS OF WORK

- 2.11.1 For the purpose of this clause 2.11, Academic work encompasses:
 - 2.11.1.1 work to be performed at the Academic's on campus workplace (other than self-directed academic work), unless otherwise authorised by the University;
 - 2.11.1.2 responsibilities and functions set out in the Minimum Standards of Academic Levels at clause 2.14.2; and
 - 2.11.1.3 activities encompassing one or a combination of research, research translation and commercialisation, teaching, engagement, leadership, administration, and other scholarly activities as appropriate to the Academic's appointment and classification.
- 2.11.2 Pursuant to clause 2.11.1, Academic work throughout the calendar year will be established in a manner that:
 - 2.11.2.1 recognises the self-direction of Academics in arranging their patterns of work;
 - 2.11.2.2 does not routinely or unreasonably require the Academic to carry out their duties beyond the allocated work of 1,725 hours per annum;
 - 2.11.2.3 requires an Academic to carry out duties and responsibilities within the Academic's ordinary hours of work that are:
 - (a) commensurate with the Academic's skill, competence and expertise;
 - (b) derived from evidence based workload allocation applicable to the role (as shared with the Academic); and
 - (c) within the reasonable expectations of the position;
 - 2.11.2.4 addresses the University's duty of care to an Academic's health and safety;

- 2.11.2.5 is consistent with individuals achieving appropriate balance in their professional and personal lives;
- 2.11.2.6 allocates appropriate time for an Aboriginal or Torres Strait Islander Employee to undertake or perform Cultural Load (as defined in clause 1.28); and
- 2.11.2.7 within reasonable practicalities of academic work, will:
- (a) not require an Academic to work more than five hours continuously without an unpaid meal break of at least half an hour and where the taking of unpaid meal breaks is self-directed by the Academic; and
 - (b) provide an Academic working a full day with the equivalent of two 10-minute paid rest breaks as self-directed by the Academic
- (together **Workload**).
- 2.11.3 For the purpose of clause 2.11.2, Workload includes all work required in the role irrespective of whether or not the work achieves the planned or desired outcome. For example, work performed by an Academic related to the preparation of an unsuccessful research grant submission or the research and preparation of an unaccepted journal paper, remains within the meaning and assessment of Workload. These examples are illustrative and are not intended to provide a complete or exhaustive list.
- 2.11.4 An Academic and their Supervisor, as nominated by the University, will discuss both the expectations at clause 2.11.2.3(c) and the programme of work planned for the year ahead and settle an appropriate Workload as contemplated at clause 2.11.2. This is on the basis that no more than 1,725 hours per annum (pro rata for Part-Time employment) of Academic work is allocated by the University.
- 2.11.5 An Academic may request in writing to their Supervisor a review of their Workload if they consider the Workload is inconsistent with the Workload settled at clause 2.11.4 or has transpired to be inconsistent with Workload set out at clause 2.11.2.
- 2.11.6 Where required, the University will conduct a review to ensure the Workload adheres to clause 2.11.2 by taking into account:
- 2.11.6.1 Academic work at clause 2.11.1;
 - 2.11.6.2 Workload at clause 2.11.2 and 2.11.3;
 - 2.11.6.3 work practices;
 - 2.11.6.4 resourcing; and
 - 2.11.6.5 any other related matters.
- 2.11.7 On completion of the review, the University will provide the Academic with the findings of the review and implement any necessary adjustments or remediating actions.
- 2.11.8 Within six months of implementing a workplace change within the scope of clause 1.40, the University will conduct a Workload review taking into account the matters set out at clause 2.11.6 set out above on roles immediately affected by the implementation of the workplace change.
- 2.11.9 On occasion, if the Workload cannot be settled between the Academic and Supervisor at clause 2.11.4 or following the review of Workload, the matter may be referred to the Grievance and Dispute Settlement Procedure at clause 1.42.
- 2.11.10 Pursuant to clause 1.6, reference to Academic in the singular includes the plural.

- 2.11.11 For the purpose of calculating Base Salary and leave payments the ordinary hours of work for a Full-Time Academic are:
- 2.11.11.1 an average of 36.25 hours per week; and
 - 2.11.11.2 an average of 7.25 hours per day.
- 2.11.12 For the purpose of avoiding or addressing Workload grievances, appropriate arrangements shall be put in place for planned absences of four or more continuous weeks' duration, and where the work is required to be performed during the absence, including (but not limited to):
- 2.11.12.1 backfill (in full or in part); and/or
 - 2.11.12.2 the work being re-organised in a manner that does not substantively increase the Workload of other Academics.
- 2.11.13 No Continuing academic roles will be either exclusively education or research.
- 2.11.13.1 Continuing Full-Time academic roles and Part-Time academic roles of at least 0.8 FTE will have a minimum activity other than education of 20% for activities facilitating research, academic disciplinary currency and/or professional practice. For clarity, an Academic will not be prevented from undertaking research for part of, or the entire, allocated period as agreed in settling Workload.
 - 2.11.13.2 Workload for Continuing Part-Time academic roles of less than 0.8 FTE will have a minimum activity other than education of 10% (within the Part-Time time fraction and provided as an aggregate over an applicable academic year) for activities facilitating research, academic disciplinary currency and/or professional practice.
- 2.11.14 Employees' research allocation applicable at the Commencement Date of the Agreement will continue to apply:
- 2.11.14.1 unless a change is mutually agreed; or
 - 2.11.14.2 where a change to allocation is not detrimental to the Academic's career, promotional prospects, and/or discipline currency following a period of consultation and at least three months' notice of the change.
- 2.11.15 Clauses 2.11.12, 2.11.13 and 2.11.14 do not apply to Academics employed on a Continuing (Research Contingent) basis.

2.12 ADDITIONAL WORK

- 2.12.1 Where the University requires an Academic to do a discrete piece of work in excess of and/or separate to their regular and usual workload and hours of work (**Additional Work**), mutual agreement should be sought on (but not limited to) the following:
- 2.12.1.1 an appropriate and agreed amount of compensation for the Additional Work performed (**Additional Work Loading**);
 - 2.12.1.2 confirmation that the Additional Work is performed in excess of and separate to the substantive Workload agreed and set out as per clause 2.11; and
 - 2.12.1.3 the work is not assessable for the purpose of performance, Academic confirmation (if applicable) or promotion.
- 2.12.2 The terms of the Additional Work arrangement must be set out in writing and agreed by both the University and the Academic.

- 2.12.3 When setting the appropriate amount for the Additional Work Loading, the University must ensure that the Academic does not receive less than their hourly Academic Base Salary for their substantive role under clause 0 for the agreed number of additional hours for the Additional Work.
- 2.12.4 Additional Work is for a discrete and fixed duration and must not establish an ongoing work practice.

2.13 ACADEMIC FREEDOM

- 2.13.1 The Parties shall act in a manner consistent with the protection and promotion of Academic Freedom within the University as set out in the University's Academic Freedom Policy [MPF1224].
- 2.13.2 The University promotes and protects Academic Freedom as set out separately in the University's Academic Freedom Policy [MPF1224] and the *Higher Education Support Act 2003* (Cth).
- 2.13.3 Other than for the purposes of enhancing the protections for Employees set out separately in section 4 of the University's Academic Freedom Policy [MPF1224], the Parties agree that the Academic Freedom policy in place at the conclusion of bargaining will not be reviewed, amended, or rescinded during the life of the Agreement.
- 2.13.4 The University will have regard to the principles of Academic Freedom when assessing, determining, and actioning matters set out in this Agreement relating to performance, academic non-confirmation and, pursuant to clause 1.39.3, misconduct.
- 2.13.5 For Academics misconduct and serious misconduct does not include conduct by an Academic that complies with the principles of Academic Freedom as set out separately in University Policy.

Disputes pertaining to Academic Freedom

- 2.13.6 Subject to clauses 2.13.7 and 2.13.8, grievances arising from the application of the University's Academic Freedom policy may be referred to the Grievance and Dispute Settlement Procedure as set out at clause 1.42.
- 2.13.7 During the life of this Agreement, the University will consult Employees and the Unions on the University's continuing work to establish an Academic Review Panel to provide impartial advice to the University on the application of the Academic Freedom policy across the University. Once established, grievances arising from the application of the University's Academic Freedom policy may be referred to the Academic Review Panel in the first instance in place of the dispute procedure steps set out at clauses 1.42.7.1 and 1.42.7.2.
- 2.13.8 Nothing in this clause confers arbitral powers on the Fair Work Commission to determine matters relating to the content, composition, interpretation and application of the University's Academic Freedom policy.

2.14 CLASSIFICATION, APPOINTMENT & PROMOTION

- 2.14.1 The University, at its discretion, determines the composition of the tasks, competencies, experience, responsibility, accountability and objectives of any position within the University to satisfy organisational requirements.
- 2.14.2 The Minimum Standards for Academic Levels (**Academic levels**) set out below establish the minimum base for which an Academic position is classified:

2.14.2.1 Minimum standards for Academic levels (other than those engaged in Casual employment) are set out in this clause 2.14.2. The Academic levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of academic achievement of the Academic. The responsibilities of an Academic may vary according to the specific requirements of the Faculty (or equivalent) to meet its objectives, to different discipline requirements or to address Academic career development.

2.14.2.2 The MSALs contained in this clause 2.14.2 do not apply to individuals employed in “Executive Roles” as defined at clause 2.2.2 of this Agreement.

2.14.2.3 Level A

Occupational Equivalent: Tutor, Research Assistant, Research Fellow 1

- (a) A Level A Academic will work with the support and guidance from more senior Academics and will work under the supervision of an Academic at Level B and above.
- (b) A Level A Academic is expected to develop their expertise in teaching, scholarship and/or research with an increasing degree of autonomy and may work with limited supervision and/or as part of a team.
- (c) A Level A Academic will contribute to teaching at the University (at a level appropriate to their skills and experience) and/or undertake research and/or engage in professional activities appropriate to their profession or discipline. The Academic will undertake administration primarily relating to their activities with the Faculty. The contribution to teaching and supervision of students of Level A Academics will be primarily at undergraduate and graduate diploma level. The results of research conducted may be published as sole author or in collaboration.

2.14.2.4 Level B

Occupational Equivalent: Lecturer, Research Fellow 2

- (a) A Level B Academic will undertake independent teaching and/or research in their discipline or related area. In research and/or teaching and/or scholarship, a Level B Academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Academics, as appropriate to the discipline.
- (b) A Level B Academic will contribute to teaching at undergraduate, honours and postgraduate level, and/or engage in independent scholarship and/or undertake research or engage in professional activities appropriate to their profession or discipline. The Academic will undertake administration primarily relating to their activities within the Faculty and may be required to perform the full academic responsibilities of, and related administration for, the coordination of an award program of the University.
- (c) At Level B an Academic will have experience in research or scholarly activities, which have resulted in refereed journals or other demonstrated scholarly activities. Research may be carried out independently and/or as part of a team. Level B Academics may supervise postgraduate research students or projects and be involved in research training.

2.14.2.5 Level C

Occupational Equivalent: Senior Lecturer, Senior Research Fellow

- (a) A Level C Academic will make a significant contribution to the discipline at the national level. In research, scholarship and/or teaching the Academic will make independent and original contributions, which expand knowledge or practice in their discipline and have a significant impact on their field of expertise.
- (b) A Level C Academic will make a significant contribution to research and/or scholarship and/or teaching and/or administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. The Academic may undertake research. The Academic will play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of, and related administration for, the coordination of a large award program or a number of smaller award programs of the University.
- (c) The research work of a Level C Academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will be demonstrated by a strong record of published work or other demonstrated scholarly activities. A Level C Academic will normally provide leadership in research, including research training and supervision.

2.14.2.6 Level D

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

- (a) A Level D Academic will make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.
- (b) A Level D Academic will make an outstanding contribution to the governance and collegial life inside and outside of the University 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/or teaching in their discipline, and may undertake research.
- (c) The research work of a Level D Academic will make a major original and innovative contribution to their field of study or research, and be recognised as outstanding nationally or internationally.
- (d) A Level D Academic will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

2.14.2.7 Level E

Occupational Equivalent: Professor, Professorial Fellow

- (a) A Level E Academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline across the University and within the community, professional, commercial or industrial sectors.

- (b) 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, research and/or teaching in their discipline and may undertake research. The Academic will make a commensurate contribution to the work of the University.
 - (c) The research work of a Level E 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. At Level E an Academic will provide leadership in their field of research within the University, discipline and/or profession and within the scholarly and/or general community.
 - (d) The Academic will foster excellence in research, research policy and research training.
- 2.14.3 An Academic is appointed or promoted by the University, at its discretion, to a particular classification level. Appointment and promotion are based on:
- 2.14.3.1 merit as determined by the University; and
 - 2.14.3.2 the Academic or candidate demonstrating, to the satisfaction of the University, potential capability and competency to advance through the academic levels.
- 2.14.4 An Academic appointed or promoted by the University to a particular classification level may be assigned and may be expected to undertake responsibilities and functions of any classification level up to and including the level to which the Academic is appointed or promoted. An Academic may also undertake work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion process.

2.15 ACADEMIC CONFIRMATION

- 2.15.1 The University will assess, within a five-year period (**Assessment Period**), a Continuing Academic's competency, capability and suitability to advance through the Academic levels. Where the University considers it is advantageous to the Academic, or upon request by the Academic, any period of absence on Parental Leave or due to caring responsibilities will not be included in the Assessment Period for the purpose of this clause 2.15.1. Nothing in this clause 2.15 prevents an Academic from applying for, or the University determining, confirmation prior to the end date of the Assessment Period.
- 2.15.2 For the purpose of this clause 2.15 suitability for Continuing employment as an Academic after the Assessment Period means that an Academic has:
- 2.15.2.1 consistently satisfied the requirements as determined by the University and as communicated to the Academic prior to confirmation; and
 - 2.15.2.2 demonstrated to the satisfaction of the University potential capability and competency to advance through the Academic levels.
- 2.15.3 Assessment by the University in relation to Academic confirmation will occur no later than six months prior to the end of the Assessment Period. The assessment will include (amongst other things required by the University):

- 2.15.3.1 an opportunity for the Academic to provide the University with a submission on their academic work;
 - 2.15.3.2 a written assessment and recommendation prepared by the University and provided to the Academic on their suitability for Continuing employment as an Academic (including any material in support of the University's view);
 - 2.15.3.3 an opportunity for the Academic to provide the University with a response to the University's assessment and recommendation; and
 - 2.15.3.4 consideration by a committee of leading academics convened by the University to impartially review the merits and procedural fairness of the University's assessment at 2.15.3.2 and the Academic's response at 2.15.3.3.
- 2.15.4 Guided by the outcomes of the process contemplated at clause 2.15.3 and any other relevant information the University will determine:
- 2.15.4.1 confirmation of the Academic's Continuing employment; or
 - 2.15.4.2 non-confirmation of the Academic's Continuing employment; or
 - 2.15.4.3 extension of the confirmation period by up to one year.
- 2.15.5 If confirmed, the Academic will continue Academic employment with the University.
- 2.15.6 If not confirmed, the Academic will be provided with a minimum six month's written notice of the day of termination. During the six month notice period the University, at its discretion, may consider alternative positions within the University to offer the Academic. An Academic may initiate a dispute at clause 1.42.8 in relation to non-confirmation.
- 2.15.7 The application of this clause 2.15 does not preclude action of the sort contemplated at clauses 1.37, 1.38 and 1.39 of this Agreement.
- 2.15.8 Continuing Academic Employment includes Continuing (Research Contingent) Employment.

2.16 PROGRESSION THROUGH INCREMENTS

- 2.16.1 Level A to D classified positions provide for incremental progression through the respective Base Salary range set out at clause 0 (**Incremental Progression**).
- 2.16.2 Incremental Progression recognises an Academic's scholarly work and engagement required in the role to achieve the objectives of a position required by the University.
- 2.16.3 Incremental Progression occurs annually on an Academic's classification anniversary date. The classification anniversary date is the date that:
- 2.16.3.1 the Academic commenced employment; or
 - 2.16.3.2 when the Academic commenced at the higher classification level following promotion.
- 2.16.4 A reduction in increment or classification may occur where an Academic:
- 2.16.4.1 is demoted due to poor performance or misconduct;
 - 2.16.4.2 is redeployed due to redundancy; or
 - 2.16.4.3 elects to undertake a lower classified or paid role.

2.17 EARLY ACADEMIC CAREER EMPLOYMENT

2.17.1 Melbourne Early Career Academic Fellowships (MECAF)

2.17.1.1 The University will, at its discretion, identify genuine opportunities to offer MECAF employment to Employees engaged by the University on temporary employment and who are early in their academic career insofar as they have:

- (a) less than three years post PhD experience (which may be extended due to career interruption); and
- (b) not previously held a Continuing academic position with a tertiary education institution.

2.17.1.2 For the purpose of clause 2.17.1.1, temporary employment means:

- (a) Academic Casual employment (as described at clause 4.4); or
- (b) Fixed-Term employment of less than 12 months; or
- (c) a combination of (a) and (b) above.

2.17.1.3 Pursuant to the Workload arrangements at clause 2.11, MECAF positions, as determined and directed by the University, will involve teaching, teaching-related work and early career level research capability development where the teaching and teaching-related components might otherwise be delivered through Academic Sessional Activities (as defined in clause 4.5.1). MECAF positions will also accommodate, within the agreed Workload (as defined in clause 2.11) allocation, a self-directed development programme which will be developed with the support of the Academics Manager which will include:

- (a) appropriate training, career and professional development opportunities; and
- (b) academic supervision.

2.17.1.4 MECAF positions may be either Full-Time or Part-Time and either on a Continuing basis or on a Fixed-Term basis of no less than 12 months' duration.

2.17.1.5 MECAF employment does not prevent an Employee from applying for vacancies or promotional opportunities to replace the MECAF employment.

2.17.2 Graduate Researcher Associate

2.17.2.1 For the purpose of this clause 2.17.2, a GR is a candidate undertaking a higher degree by research course for which at least two-thirds of the student load for the course is required as research work (**GR**).

2.17.2.2 The University recognises the importance of providing GRs with employment opportunities connected to teaching, research, and student supervision in the University during their studies for the purpose of providing:

- (a) a career pathway to Academic work; and
- (b) professional development and training.

2.17.2.3 The University will establish and make available to GRs through competitive and meritorious selection, a number of Graduate Researcher Associate (**GRA**) Fixed-Term positions, whereby the duration of employment determined by the University shall end at:

- (a) the agreed expiration date;
- (b) the date the GR:

- a) ceases to be enrolled as a student; or
- b) ceases their candidature.

(whichever of the above occurs later);

- (c) for externally funded positions unforeseen cessation of funding; or
 - (d) dismissal arising from probation, unsatisfactory performance, or serious misconduct,
- whichever of the above (a, b, c or d) occurs first.

2.17.2.4 Except as specified in this clause 2.17.2, GRA employment will accord with the Fixed-Term provisions set out at clause 2.6 of the Agreement. For the purposes of Part 2-9 Division 5 of the FW Act, GRA Fixed-Term employment as applied to the terms set out in this clause 2.17.2 falls within the definition of “subsidiary to studentship” set out at clause 11.2(b)(vi) of the *Higher Education Industry - Academic Staff - Award 2020*.

2.17.2.5 GRA positions:

- (a) are not established nor offered to all GRs, but will be made available from time to time at the discretion of the University;
- (b) shall be paid at a classification commensurate with the work to be performed but not lower than Academic Level A – increment 2 classification;
- (c) recognise the University’s primary commitment and priority is to the successful completion of the GR’s academic studies when arranging GRA hours of work and workload; and
- (d) require commitment by the GR to undertake training and professional development as and when required.

2.17.2.6 The GRA will be engaged on either a Part-Time (Weekly) or Part-Time (Annualised) basis as set out at clauses 2.9 and 2.10 respectively.

2.18 CLINICAL LOADINGS

2.18.1 The University will pay appropriately qualified Academics a clinical loading in addition to Base Salary (as defined in clause 0 for Division 2 Employees or clause 0 for Division 3 Employees) of:

- 2.18.1.1 a minimum amount of \$26,927 per annum for a medically qualified Full-Time Professor, Associate Professor, Senior Lecturer or Lecturer employed in a full clinical department as determined by the University and responsible for patient care; or
- 2.18.1.2 a minimum amount of \$17,971 per annum for a medically qualified Full-Time Professor, Associate Professor, Senior Lecturer or Lecturer employed in a para-clinical department as determined by the University; or,
- 2.18.1.3 a minimum amount of \$13,494 per annum for a medically qualified Full-Time Professor, Associate Professor, Senior Lecturer or Lecturer employed in a pre-clinical department as determined by the University; or,
- 2.18.1.4 a minimum amount of \$13,494 per annum for a dentally qualified Full-Time Professor, Associate Professor, Senior Lecturer or Lecturer employed in a medical school or dental school in the teaching of medical or dental students.

- 2.18.2 Appropriately qualified Part-Time Academics receive the clinical loadings in clause 2.18.1 on a pro rata basis.
- 2.18.3 The University also gives consideration to the nature and extent of any patient-care responsibilities by the Academic when determining the amount of the clinical loading.
- 2.18.4 All clinical loadings are superannuable and will be paid to an Academic during periods of authorised Study Leave, Annual Leave and Long Service Leave.
- 2.18.5 Except for payment of accrued but untaken Annual Leave on termination of employment and unless otherwise required by law, Clinical loadings in this clause 2.18 are not included in the calculation of an Academic's final pay on termination of employment.

2.19 NOTICE OF TERMINATION BY THE UNIVERSITY

- 2.19.1 Termination of employment will be in accordance with the Agreement and prevailing legislation.
- 2.19.2 Unless otherwise specified in this Agreement, Academics in Continuing employment are entitled to three months' written notice of the day of termination, or a different greater notice period agreed at offer of employment.
- 2.19.3 The University may:
 - 2.19.3.1 not require an Academic to attend work during the notice period; or,
 - 2.19.3.2 terminate employment within the notice period and pay the Academic in lieu of the remaining notice.
- 2.19.4 The notice provisions set out in this clause 2.19 do not apply:
 - 2.19.4.1 to Academics engaged in Casual employment;
 - 2.19.4.2 to Fixed-Term employment;
 - 2.19.4.3 to notification of cessation of employment due to Redundancy as set out in clause 1.47;
 - 2.19.4.4 to notification of cessation of employment due to medical retirement as set out in clause 1.34.3.2(b);
 - 2.19.4.5 1.47 to notification of non-confirmation of Academics as set out in clause 2.15.6; or
 - 2.19.4.6 where the University terminates employment for serious misconduct without notice.

2.20 NOTICE OF TERMINATION BY THE ACADEMIC

An Academic on Continuing employment provides the same notice of termination as that required of the University or a different notice period agreed at offer of employment.

2.21 REDUNDANCY PAY

- 2.21.1 An Academic (not engaged on Fixed-Term employment or Continuing (Research Contingent) employment) whose employment is terminated due to redundancy shall receive the following redundancy payment in addition to standard termination entitlements as set out in clause 1.47:

- 2.21.1.1 payment equivalent to 20 weeks' salary where the Academic is aged less than 45 years; or
- 2.21.1.2 payment equivalent to 22 weeks' salary where the Academic is aged 45 years and over; plus
- 2.21.1.3 payment equivalent to three weeks' salary for every completed year of Continuous Service to a maximum of 52 weeks,
(together **Redundancy Pay**)
- 2.21.2 For the purpose of clause 2.21.1.3, "Continuous Service" means service under an unbroken contract of employment and includes any period of leave of absence that does not break service as set out in this Agreement or legislation, but does not include any period of:
 - 2.21.2.1 unauthorised absence;
 - 2.21.2.2 unpaid leave or unpaid authorised absence other than a period of:
 - (a) absence due to Community Service Leave at clause 1.29;
 - (b) leave of absence set out elsewhere in the Agreement that provides for continuity of service; or
 - (c) leave or absence of a kind prescribed in legislation.
- 2.21.3 The maximum amount of Redundancy Pay is equivalent to 74 weeks.
- 2.21.4 For the purpose of this clause 2.21 "salary" and "pay" means Base Salary (as defined in clause 0) at the time the position became redundant plus any allowances and loadings paid to the Academic in accordance with the terms of this Agreement at the time the position becomes redundant, but excludes payment for additional hours and superannuation.
- 2.21.5 For the purpose of this clause 2.21, Redundancy Pay is not applicable where the Academic:
 - 2.21.5.1 is offered a Suitable Alternative Position (as defined in clause 1.46.2) with the University or an associated entity;
 - 2.21.5.2 elects to accept an Alternative Position or Alternative Part-Time Position (as defined in clause 1.46.3) with the University or an associated entity; or
 - 2.21.5.3 is dismissed for reasons other than redundancy.

Division 3 – Professional, Administrative and Support Occupations Terms

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3.2 SCOPE OF DIVISION 3

3.2.1 Division 3 of the Agreement applies only to Professional, Administrative and Support Occupations (**PASO**) Employees engaged under a Continuing or Fixed-Term employment contract:

3.2.1.1 to perform work, duties and responsibilities as described by each classification level UoM 1 to UoM 10 at clause 3.4; and

3.2.1.2 whose annual Base Salary does not exceed the UOM10 annual Base Salary published at clause 0.

Division 3 PASO Base Salaries under the Agreement by Classification (inclusive of the increases contained in clause 1.10) (**Base Salary**) are set out in Schedule A.

3.2.2 Base Salaries will be paid fortnightly by dividing the annual PASO Base Salary by 365.25 and multiplying by 14.

3.3 CLASSIFICATION FRAMEWORK

The University, at its discretion, determines the composition of the tasks, competencies, experience, responsibility, accountability and objectives of any position within the University to satisfy organisational requirements.

3.4 CLASSIFICATION DESCRIPTORS

3.4.1 Classification Descriptors (**Descriptors**) are set out at clause 3.29 of the Agreement for each classification level covered by the Agreement from UoM 1 to UoM 10 (previously referred to as Professional Staff Classification [PSC] 1 to 10).

3.4.2 The Descriptors are the primary reference for Managers and PASO Employees on the appropriate classification level of positions covered by the Agreement; highlighting the following typical attributes for a role within a respective classification:

3.4.2.1 key characteristics;

3.4.2.2 general responsibilities;

3.4.2.3 nature and scope of the role; and

3.4.2.4 description of work required.

3.4.3 The Descriptors align to and operate in conjunction with the Classification Definitions set out at Schedule A of the *Higher Education Industry General Staff Award 2020*. Positions will be classified in accordance with the Descriptors.

3.4.4 It is not intended that a single position would be able to demonstrate every task, competency or technical requirement expressed in the Descriptor for a respective classification. The Descriptors convey typical attributes for a variety of positions across functions within a particular classification.

3.4.5 Classifications are grouped in the following categories to assist with position sizing and identifying career paths:

3.4.5.1 Category A - Classifications UoM1 to UoM5

Category A positions typically focus on executing practical tasks to enable University operations. Positions within these classifications generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.

3.4.5.2 Category B - Classifications UoM6 to UoM7

Positions falling within Category B are typically subject matter expert or supervisory level positions. Category B positions focus on executing complex tasks and operational problem solving to enable University operations. Positions within these classifications generally operate within broad procedures, they apply occupational knowledge and experience to solve problems at their level.

3.4.5.3 Category C - Classifications UoM8 to UoM10

Category C positions are management positions or positions requiring senior subject matter expertise. Category C positions typically focus on advising senior decision makers and managing elements of a function in order to enable and improve University operations. These roles generally apply advanced decision making and discretionary judgement. For the purpose of this clause 3.4.5.3, senior subject matter expertise refers to

positions which are critical roles, accountable for high risk areas and require scarce, highly specialised skills or an extremely in-depth understanding of the University and the environment in which it operates.

- 3.4.6 The University will apply the Descriptors set out at clause 3.29 as the primary reference for determining the classification of new positions, the reclassification of an existing, restructured or modified position. Positions will be classified at the level which most accurately reflects the work to be performed.
- 3.4.7 Pursuant to clause 3.4.2, requests by a PASO Employee for a review of classification will be addressed in the first instance between the PASO Employee and Manager. Grievances arising from a review of classification may be referred to the Grievance and Dispute Settlement Procedure at clause 1.42. In circumstances, where the position is reclassified, the reclassification will be effective from the date the grievance was raised.

3.5 INCREMENTAL PROGRESSION

- 3.5.1 Positions classified UoM 1 to UoM 9 provide for incremental progression through the respective Base Salary range set out at clause 0 (**Incremental Progression**).
- 3.5.2 Incremental Progression recognises a PASO Employee's proficiency and professionalism required in the role in achieving the objectives of a position required by the University; consistent with the PASO Employee's occupation, position description and the classification.
- 3.5.3 Incremental Progression occurs annually on a PASO Employee's classification anniversary date. For the purpose of this clause 3.5, the Classification Anniversary Date is either the date the PASO Employee commenced:
- 3.5.3.1 employment with the University; or
 - 3.5.3.2 at the higher classification following reclassification of the position or promotion or transfer to a new position.
- 3.5.4 Incremental Progression occurs on the Classification Anniversary Date where:
- 3.5.4.1 the University is satisfied the PASO Employee met the requirements of the position in the twelve months preceding the Classification Anniversary Date: and
 - 3.5.4.2 the PASO Employee has:
 - (a) not been subject to formal action due to poor performance;
 - (b) not been subject to formal action due to misconduct (including serious misconduct); and
 - (c) contributed to workplace productivity through attendance at work for more than an aggregate of six months preceding the Classification Anniversary Date.
- 3.5.5 A PASO Employee who has either progressed to the top of the Base Salary range for the respective classification or works in a position classified at UoM10:
- 3.5.5.1 is not eligible for Incremental Progression;
 - 3.5.5.2 may be considered, at the discretion of the University, for an annual performance bonus where the PASO Employee:

- (a) in the view of the University, displayed outstanding performance and exceeded the requirements of the position in the twelve months preceding the Classification Anniversary Date;
- (b) contributed to workplace productivity through attendance at work for more than an aggregate of six months preceding the Classification Anniversary Date;
- (c) had not been subject to formal action arising from poor performance; and
- (d) had not been subject to formal action arising from misconduct (including serious misconduct).

3.5.6 A reduction in increment or classification may occur where a PASO Employee:

3.5.6.1 is demoted due to poor performance or misconduct process;

3.5.6.2 is redeployed due to redundancy; or

3.5.6.3 elects to undertake a lower classified or paid role.

3.6 CAREER PROGRESSION TO HIGHER CLASSIFICATION

3.6.1 PASO Employees at the top of their classification level will be provided opportunities to develop the necessary skills, competencies, qualifications and experience to be promoted to the next highest classification. In particular, where a PASO Employee has expressed interest in progressing to the next classification level and are meeting the performance expectations of their role, they will (with the support of their Manager) be:

3.6.1.1 responsible for their self-directed career development and training;

3.6.1.2 assigned work at the higher classification where the work is required by the University and is contemplated in the PASO Employee's development plan;

3.6.1.3 provided opportunities, where available, to relieve in positions at the higher level;

3.6.1.4 provided opportunities, where available, to temporarily transfer to positions at the higher level;

3.6.1.5 provided appropriate training and development opportunities where available.

3.6.2 Promotion to a higher classification is not automatic and will be offered where the University has identified a need for work to be performed at the higher level.

3.6.3 Nothing in this Agreement prevents PASO Employees from applying, or the University selecting a PASO Employee, for any suitable vacant role through the University selection processes.

3.7 EMPLOYMENT CATEGORIES

3.7.1 PASO Employees engaged under this Division 3 will be employed in one of the following employment categories:

3.7.1.1 Continuing employment;

3.7.1.2 Continuing (Research Contingent) employment; or

3.7.1.3 Fixed-Term employment.

3.8 CONTINUING EMPLOYMENT

Continuing (or ongoing) employment has no fixed end date except where notice of termination has been provided.

3.9 CONTINUING (RESEARCH CONTINGENT) EMPLOYMENT

3.9.1 Continuing (Research Contingent) employment is Continuing employment that is not limited to a fixed end date (except where notice of termination has been provided) and where Continuing employment is contingent on:

3.9.1.1 externally provided funding for the purpose of research and for the performance of the ancillary duties required in support of the research;

3.9.1.2 continuation of the research pertaining to the position; and

3.9.1.3 performance of ancillary duties required in support of an Academic engaged in or on either:

(a) research active work; or

(b) a research project.

3.9.2 For the purpose of clause 3.9.1.1, “externally provided funding for the purpose of research” means:

3.9.2.1 research funding for a limited term provided from a source, or a combination of sources, external to the University covering more than 50% of the position’s costs (inclusive of on-costs);

3.9.2.2 funding not provided through student funding from Government;

3.9.2.3 funding not derived from the payment of fees made by or on behalf of students; or

3.9.2.4 funding not derived from the payment of fee for services provided by the University.

3.9.3 A Continuing (Research Contingent) employment position will end when one or more of the conditions set out at clause 3.9.1 are no longer applicable.

3.9.4 The following provisions set out the arrangements for PASO Employees whose Continuing (Research Contingent) employment position is no longer required for reasons set out above at clause 3.9.3.

3.9.5 The University will endeavour to transfer the PASO Employee to a vacant suitable alternative Continuing (Research Contingent) employment position within the University.

3.9.6 Where it is evident that a suitable alternative Continuing (Research Contingent) employment position will be made available within 26 weeks of the PASO Employee’s substantive position ending, the University may:

3.9.6.1 directly fund continuation of the position pending the renewal of external funding described at clause 3.9.2 above; or

3.9.6.2 grant the PASO Employee leave without pay pending commencement of the new position. Leave without pay in such circumstance will not be deemed a break in service for the purpose of long service leave. Where the PASO Employee chooses separation under the provisions set out below, the University is not obliged to re-employ the PASO Employee within two years of the PASO Employee’s termination of employment.

- 3.9.7 Where it is evident that a suitable alternative Continuing (Research Contingent) employment position will not be available as set out above at clause 3.9.6, the PASO Employee will be considered for redeployment throughout the University to vacant Suitable Alternative Positions (as described at clause 1.46) as determined by the University that are not research contingent.
- 3.9.8 Clauses 3.9.9 and 3.9.10 below do not apply in circumstances where a PASO Employee declines an offer of suitable alternative employment contemplated at clause 3.9.6 and 3.9.7.
- 3.9.9 A PASO Employee who is not offered suitable alternative employment contemplated at clause 3.9.6 and 3.9.7 shall be provided a minimum of four weeks' written notice (five weeks' notice if the PASO Employee is over 45 years of age) that the employment will end. Efforts to redeploy the PASO Employee to a Suitable Alternative Position contemplated at clause 3.9.7 shall continue throughout the notice period. The University may pay the PASO Employee in lieu of all or part of the notice period not worked.
- 3.9.10 A PASO Employee whose employment is terminated for reasons set out at clause 3.9.3 will also receive the following severance payment:

Length of Continuous Service	Severance payment
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

- 3.9.11 For the purpose of clause 3.9.10, "Continuous Service" means service under an unbroken contract of employment and includes any period of leave of absence that does not break service as set out in this Agreement or legislation including a break in service and leave without pay contemplated in this clause 3.9, but does not include any period of:
- 3.9.11.1 unauthorised absence;
- 3.9.11.2 unpaid leave or unpaid authorised absence other than:
- (a) a period of absence due to Community Service Leave;
 - (b) a period of leave of absence set out elsewhere in the Agreement that provides for continuity of service; or
 - (c) a period of leave or absence of a kind prescribed in legislation.
- 3.9.12 With exception to the provisions set out in this clause 3.9, the PASO Employee will be entitled to the terms and conditions applicable to Continuing employment.
- 3.9.13 Termination of employment arising from other reasons not set out in this clause 3.9 will accord with the applicable provision of the Agreement.

3.10 FIXED-TERM EMPLOYMENT

- 3.10.1 The University may engage a PASO Employee on a Fixed-Term basis as set out below subject to the provisions of the FW Act.
- 3.10.2 Fixed-Term employment occurs where the University identifies work needed for a:
- 3.10.2.1 specified period of time with a start and end date; or
 - 3.10.2.2 specified task, project or purpose with a specified term of completion other than an end date;
 - 3.10.2.3 position that is required to backfill/accomodate a temporary absence or arrangement due to, amongst other circumstances, Parental Leave, Long Service Leave, long term absence, pre-retirement arrangements, temporary transfer, secondment to another organisation, or while a selection process for a vacancy is being completed and
 - 3.10.2.4 where (with exception to 3.10.2.3) the:
 - (a) work is not required on an ongoing basis; and
 - (b) position requires the same or similar work to be performed for a period not in excess of five years' duration without a break in service.
- 3.10.3 Where a PASO Employee is engaged on successive Fixed-Term employment contracts (performing the same or substantially similar duties) for a maximum period of two (2) years without a break in service, and the University identifies the need for the role to be performed on an ongoing basis, the PASO Employee will be offered Continuing employment, with exception where the PASO Employee:
- 3.10.3.1 will not be performing the same or substantially similar duties to the preceding Fixed-Term agreement;
 - 3.10.3.2 has not satisfactorily performed in the position; or
 - 3.10.3.3 was not previously appointed to the position through a competitive selection process.
- 3.10.4 Each period of Fixed-Term employment stands alone. Accordingly, with exception to circumstances set out below at clause 3.10.8:
- 3.10.4.1 a PASO Employee will be paid all unused accrued Annual Leave at the expiration of the Fixed-Term employment;
 - 3.10.4.2 redundancy, including redundancy pay (also referred to as severance pay) does not apply to Fixed-Term employment;
 - 3.10.4.3 unless otherwise required in this clause 3.10, the University is under no obligation to offer further employment at expiration of Fixed-Term employment.
- 3.10.5 Unless specified elsewhere in this Agreement, a Fixed-Term PASO Employee is entitled to the same employment conditions (including incremental progression) as would apply to a Continuing PASO Employee engaged in an equivalent classification and working an equivalent proportion of normal weekly hours for the classification.
- 3.10.6 The University when offering Fixed-Term employment will, as a minimum requirement, inform the individual in writing that they are employed on Fixed-Term employment, the term of the Fixed-Term employment, the classification level, rate of pay and hours of work.
- 3.10.7 Fixed-Term employment may be terminated prior to the expiration date subject to the Probation provision at clause 1.36, Management of Unsatisfactory Performance

and Misconduct at clauses 1.37, 1.38 and 1.39, and the applicable notice of termination in such circumstances or where the PASO Employee is paid in lieu of the time remaining under the contract.

3.10.8 For the purpose of this clause 3.10, the following does not constitute a break in service:

3.10.8.1 two or less breaks between Fixed-Term appointments per calendar year where each break does not exceed six weeks on each occasion between each Fixed-Term appointment;

3.10.8.2 a break over the year-end summer period on occasion where the second or subsequent Fixed-Term employment is for the same position;

3.10.8.3 periods of unpaid leave approved by the University;

3.10.8.4 where it is demonstrable that the pattern of Fixed-Term employment was structured for the sole purpose of avoiding the separation arrangement at clause 3.10.9; or

3.10.8.5 any other unpaid absence which counts towards an Employee's period of continuous employment for the purposes of the *Long Service Leave Act 2018* (Vic).

3.10.9 The University will provide a PASO Employee with a separation payment at expiration of the Fixed-Term employment as set out below at clause 3.10.10 (**Separation Payment**) on occasion where:

3.10.9.1 the individual, at expiration of the Fixed-Term employment, had been engaged on successive Fixed-Term contracts (i.e. not a single contract) to perform the same or similar work for a period in excess of five years without a break in service; and

3.10.9.2 the University elected to end the employment at expiration of the Fixed-Term employment without offer to extend the Fixed-Term employment and where:

- (a) there was no suitable alternative employment available; or
- (b) the individual was unsuccessful in attaining subsequent employment within the University through a competitive selection process; and
- (c) it is evident that an offer by the University for further employment (excluding Casual employment) will not be available within 26 weeks following expiration of the Fixed-Term employment.

3.10.10 For the purpose of clause 3.10.9, the Separation Payment is as follows.

Length of Continuous Service	Separation payment
At least 5 years but less than 7 years	10 weeks' pay
At least 7 years but less than 9 years	11 weeks' pay
At least 9 years but less than 10 years	13 weeks' pay
At least 10 years	10 weeks' pay

3.10.11 A PASO Employee will not receive the Separation Payment set out above at clause 3.10.9 where the PASO Employee:

3.10.11.1 declined an offer of further equivalent employment; or

3.10.11.2 elected to end the employment relationship.

3.11 FULL-TIME EMPLOYMENT

A Full-Time PASO Employee is engaged as set out at clause 3.15.1.

3.12 PART-TIME EMPLOYMENT

3.12.1 A PASO Employee may be employed on a Part-Time basis through either:

3.12.1.1 Part-Time Employment (Weekly); or

3.12.1.2 Part-Time Employment (Annualised).

3.12.2 An PASO Employee, employed on a Part-Time basis:

3.12.2.1 will accrue and take leave pro rata to the Full-Time equivalent based on the PASO Employee's contract ordinary hours of work;

3.12.2.2 may have their contract ordinary hours of work varied by mutual agreement;

3.12.2.3 receives, on a pro rata basis, terms and conditions equivalent to Full-Time employment;

3.12.2.4 will be eligible for overtime at clause 3.18.

3.13 PART-TIME EMPLOYMENT (WEEKLY)

3.13.1 A PASO Employee engaged in Part-Time employment (Weekly):

3.13.1.1 works less than 36.25 ordinary hours per week; and

3.13.1.2 has reasonably predictable hours of work.

3.13.2 Ordinary hours of work may be worked by mutual agreement either as:

3.13.2.1 fixed hours per week, on fixed days; or

3.13.2.2 fixed hours per week flexibly arranged throughout the week.

3.14 PART-TIME EMPLOYMENT (ANNUALISED)

3.14.1 A PASO Employee engaged in Part-Time employment (Annualised) works less than 36.25 ordinary hours per week averaged over a year.

3.14.2 Due to the specific seasonal nature of work within the University, with fluctuations in the hours of work required to be performed across a continuous twelve (12) month period including periods of intense work and other periods where work is not required across the academic programme, the University provides this mechanism by which an Employee can receive a constant income across the continuous twelve (12) month period in order to provide financial certainty for the Employee's benefit.

3.14.3 By agreement with the Employee, the University may engage a Part-Time PASO Employee on an annualised basis as set out in the clauses below (**Annualised Engagement**).

3.14.4 At the commencement of each Annualised Engagement, the PASO Employee and the University will agree in writing on the number of ordinary hours to be worked by the PASO within a continuous twelve (12) month period in an agreed work pattern such as, but not limited to, work to be performed in a specified semester, summer term, winter term and the like (**Annual Work Pattern**). The hours to be worked in the Annual Work Pattern will be averaged over the continuous twelve (12) month period to determine the Employee's time fraction (**Time Fraction**).

- 3.14.5 Changes to the Employee's hours of work during the continuous twelve (12) month period will require a mutually agreed written variation to the Annual Work Pattern and subsequent variation to the Time Fraction.
- 3.14.6 All forms of leave will accrue progressively according to the Time Fraction and will not be affected by how many actual hours the PASO Employee has worked at a particular point in time.
- 3.14.7 When the PASO Employee takes a period of leave (including single day absences or Public Holidays) the leave will be deducted on the Time Fraction.
- 3.14.8 As a condition of entering an Annualised Engagement, the University may require the PASO Employee to agree to take a pre-approved period of annual leave which will be programmed into the Annual Work Pattern.
- 3.14.9 If the Annualised Engagement terminates before the end of the twelve (12) month period, the University will reconcile the hours worked to date under the Annual Work Pattern and the income received to date. The University will determine whether it is necessary to make any adjustments to the Employee's final pay.
- 3.14.10 The provisions set out in this clause 3.14 do not apply to any periodic employment arrangement entered into prior to the Commencement Date of this Agreement, which will continue in accordance with its terms until terminated or replaced.

3.15 WORKLOAD & HOURS OF WORK

- 3.15.1 The ordinary hours of work for a Full-Time PASO Employee are:
 - 3.15.1.1 36.25 hours per week (or an average of 36.25 over the PASO Employee's regular rostered hours of work);
 - 3.15.1.2 7.25 hours per day (or an average of 36.25 over the PASO Employee's regular rostered hours of work).
- 3.15.2 The University may, at its discretion, direct a PASO Employee to carry out duties and responsibilities within the PASO Employee's ordinary hours of work.
- 3.15.3 The University will manage a PASO Employee's duties and responsibilities throughout the calendar year in a manner that:
 - 3.15.3.1 does not routinely or unreasonably require the PASO Employee to carry out their duties beyond their ordinary hours of work;
 - 3.15.3.2 requires a PASO Employee to carry out duties and responsibilities within the PASO Employee's ordinary hours of work that are:
 - (a) commensurate with the PASO Employee's classification, skill, competence and expertise;
 - (b) derived from a reasonable assessment of the time taken to perform required tasks, where applicable; and
 - (c) within the reasonable expectations of the position;
 - 3.15.3.3 addresses the University's duty of care to a PASO Employee's health and safety;
 - 3.15.3.4 is consistent with individuals achieving appropriate balance in their professional and personal lives; and
 - 3.15.3.5 allocates appropriate time for an Aboriginal or Torres Strait Islander Employee to undertake or perform Cultural Load (as defined in clause 1.28),

(together **Workload**).

- 3.15.4 A PASO Employee and their Supervisor, as nominated by the University, will discuss both the expectations at clause 3.15.3.2 and the programme of work planned for the year ahead and settle an appropriate Workload which they will review throughout the year.
- 3.15.5 A PASO Employee may request in writing to their Supervisor a review of their Workload if they consider the Workload is inconsistent with the Workload settled at clause 3.15.4 or has transpired to be inconsistent with Workload set out at clause 3.15.3.
- 3.15.6 Where required, the University will conduct a review to ensure the Workload adheres to clause 3.15.3 by taking into account:
- 3.15.6.1 reasonable expectations of the position;
 - 3.15.6.2 work practices;
 - 3.15.6.3 resourcing; and
 - 3.15.6.4 any other related matters.
- 3.15.7 On completion of the review, the University will provide the PASO Employee with the findings of the review and implement any necessary adjustments or remediating actions.
- 3.15.8 Within six months of implementing a workplace change within the scope of clause 1.40, the University will conduct a Workload review taking into account the matters set out at clause 3.15.6 set out above on roles immediately affected by the implementation of the workplace change.
- 3.15.9 On occasion where Workload cannot be settled between the PASO Employee and Supervisor or following the review of Workload, the matter may be referred to the Grievance and Dispute Settlement Procedure at clause 1.42.
- 3.15.10 Reference to PASO Employee in the singular includes the plural.
- 3.15.11 Nothing in this clause 3.15 prevents the University from requesting a PASO Employee to work:
- 3.15.11.1 Overtime pursuant to clause 3.18;
 - 3.15.11.2 Shift work pursuant to clause 3.21; or
 - 3.15.11.3 Call Back and Standing-by arrangements pursuant to clause
- 3.15.12 For the purpose of avoiding or addressing Workload grievances, appropriate arrangements shall be put in place for planned absences of four or more continuous weeks' duration, and where the work is required to be performed during the absence, including (but not limited to):
- 3.15.12.1 backfill (in full or in part); and/or
 - 3.15.12.2 the work being re-organised in a manner that does not substantively increase the Workload of other PASO Employees.

3.16 EMPLOYEE COMMUNICATION & ASSOCIATION

- 3.16.1 As contemplated in the Objects of the *University of Melbourne Act 2009* (Vic) at section 5(e)(iii), the University serves the public interest by: "...promoting critical and free enquiry, informed intellectual discourse and public debate within the University and in the wider society". Accordingly, the University acknowledges that

a PASO Employee may on occasion, where consistent with their employment obligations and position, engage in respectful and informed discourse and dialogue.

3.16.2 Pursuant to clause 3.16.1, a PASO Employee shall not be dismissed or have their employment harmed or have their position altered to their prejudice by reason of or for reasons that include:

3.16.2.1 engaging in respectful and informed discourse and dialogue consistent with their employment obligations and position that accords with:

- (a) University policy;
- (b) a reasonable and lawful direction of the University;
- (c) confidentiality, non-disclosure or commercial-in-confidence constraints;
- (d) protecting the wellbeing, health, safety or reputation of individuals associated with the University;

3.16.2.2 their status or activities as an accredited representative of the Union;

3.16.2.3 their membership of, or participation in lawful activities of the Union; or

3.16.2.4 their participation and giving evidence in legal proceedings to which the Union or a Union member is a party.

3.17 SPREAD OF ORDINARY HOURS OF WORK

3.17.1 The hours of work for a Full-Time PASO Employee may be programmed within the spread of ordinary hours:

3.17.1.1 between 7:30 am and 7:30 pm, Monday to Friday;

3.17.1.2 between 6:30am and 6:30pm for PASO Employees engaged in the trades and services positions of carpenters, painters, builders, labourers or trades assistants, plasterers, electricians, plumbers, mechanical/electrical technicians, electrical mechanics or gardeners or horticultural technicians (**Trades and Services Employees**); or

3.17.1.3 between 6:30am and 10:30pm, Monday to Friday, for PASO Employees engaged in positions in the Melbourne University Sports Centre.

3.17.2 A PASO Employee will not be required to work more than five hours continuously without an unpaid meal break of at least half an hour and where the taking of unpaid meal breaks is self-directed by the PASO Employee.

3.17.3 A Full Time PASO Employee working a full day is permitted two 10-minute paid rest breaks as self-directed by the PASO Employee.

3.18 ADDITIONAL HOURS (OVERTIME)

Full-Time PASO Employees

3.18.1 The University may require a Full-Time PASO Employee to work reasonable hours in excess of their ordinary hours of work (**Overtime**) and the PASO Employee will, on reasonable notice, work such Overtime as requested.

3.18.2 A PASO Employee may refuse to work Overtime in circumstances where working overtime would result in working additional hours which are unreasonable, having regard to:

3.18.2.1 any risk to the PASO Employee's health and safety;

- 3.18.2.2 the PASO Employee's personal circumstances including any family responsibilities;
 - 3.18.2.3 the needs of the workplace;
 - 3.18.2.4 the notice (if any) given by the University of the requirement to work Overtime;
 - 3.18.2.5 the notice (if any) given by the PASO Employee to refuse the requirement to work Overtime; and
 - 3.18.2.6 any other relevant matter.
- 3.18.3 A Full-Time PASO Employee whose position is classified at UoM Level 6 or below will be eligible to be paid for Overtime worked in accordance with clause 3.18.5, or for time off in lieu in accordance with clause 3.18.6.
- 3.18.4 Full-time PASO Employees working in positions classified at UoM 7 to UoM 10 are entitled to claim time off in lieu calculated at one and a half times the actual hours worked on occasion where they are directed by the University to work additional hours from Monday to Sunday or double the actual hours worked on a Public Holiday (as defined in clause 1.18).
- 3.18.5 Overtime will be paid for all work performed in excess of the Full-Time PASO Employee's weekly ordinary hours of work (as set out in clause 3.15.1.1) and calculated on a daily basis at the following rates:
- 3.18.5.1 Week days (Trades and Services Employees) - time and a half for the first two hours and double time thereafter;
 - 3.18.5.2 Week days (other PASO Employees) – time and a half for the first three hours and double time thereafter;
 - 3.18.5.3 Saturdays – time and a half up to 12.00 noon (or the first three hours whichever occurs first) and double time thereafter;
 - 3.18.5.4 Sundays – double time;
 - 3.18.5.5 Public Holidays (Trades and Services Employees) - double time and a half;
 - 3.18.5.6 Public Holidays (other PASO Employees) - double time.
- 3.18.6 Time off in lieu
- By agreement with the University, a Full-Time PASO Employee (excluding a PASO Employee to whom clause 3.18.4 applies) may be granted time off in lieu of payment calculated at the applicable Overtime rate set out at clause 3.18.5. Time off in lieu of Overtime is taken at a mutually agreed time convenient to the University. A Full-Time Paso Employee may also request, with two weeks' written notice, to be paid out the accrued time off in lieu (either in full or in part) at the applicable Overtime rate set out at clause 3.18.5 at the time the overtime was worked. A Full-Time PASO Employee who is owed time off in lieu of Overtime at termination of employment will, in their final pay, receive payment for the time owing calculated at the applicable Overtime rate set out at clause 3.18.5.
- 3.18.7 Part-Time PASO Employment
- All additional hours approved by the University and worked by a PASO Employee engaged in Part-Time employment:
- 3.18.7.1 in excess of the PASO Employee's ordinary hours of work but less than 36.25 hours per week, will be paid at ordinary time rates plus a 25% loading for the time worked in excess of the PASO Employee's ordinary hours of work up to and including 36.25 hours;

3.18.7.2 in excess of ordinary hours of work and which exceed 36.25 hours per week, will be paid as overtime as set out in clause 3.18.5 for the time worked in excess of 36.25 hours; and

3.18.7.3 will be paid in accordance with clause 3.18.5 for time worked on Saturday, Sunday or Public Holidays.

3.18.8 Breaks

A PASO Employee who has worked overtime will be provided with a minimum break of 10 hours between one period of work and the beginning of the next without loss of ordinary time earnings.

3.19 ADDITIONAL HOURS (SUPPLEMENTARY ACADEMIC WORK)

3.19.1 A PASO Employee (excluding an individual engaged as a Casual Employee) may request and the University, at its discretion, may agree to a PASO Employee undertaking additional hours for the University:

3.19.1.1 to perform equivalent Casual Academic work set out at clause 4.4.3;

3.19.1.2 at times where the PASO Employee is not required to perform the duties of their substantive position;

3.19.1.3 in addition to the PASO Employee's normal hours of work; and

3.19.1.4 where the supplementary Academic work does not reflect the duties and responsibilities set out in the classification for the PASO Employee's substantive position,

(Supplementary Academic Work).

3.19.2 Supplementary Academic Work is not additional hours for the purposes of overtime. A PASO Employee performing Supplementary Academic Work is paid the applicable Casual Academic rate set out at clause 4.4 for the category of Casual Academic work performed. A PASO Employee does not accrue leave in respect of Supplementary Academic Work.

3.19.3 Supplementary Academic Work does not create a separate employment relationship with the University.

3.19.4 Supplementary Academic Work is not ongoing and will only be permitted for agreed discrete periods of time. Further approval by the University is required if the PASO Employee transfers or is promoted.

3.19.5 For clarity, casual minimum engagement does not apply under this clause as Supplementary Academic Work is not Casual employment.

3.20 HIGHER DUTIES

3.20.1 On occasion where the University requires a UOM9 or UOM10 classified PASO Employee to temporarily act (either in part or in full) in a senior management position not covered by the Agreement (**Higher Duties**), and the PASO Employee agrees to act in the role, mutual agreement should be sought on (but not limited to) the following:

3.20.1.1 an appropriate and agreed amount of compensation for the Higher Duties performed in addition to the PASO Employee's UOM9 or UOM10 Base Salary (**Higher Duties Loading**);

3.20.1.2 the duration of the Higher Duties to be performed;

- 3.20.1.3 backfill arrangements if and as required;
- 3.20.1.4 performance expectations and standards of work to be performed during the Higher Duties.
- 3.20.2 The terms of the Higher Duties arrangement must be set out in writing and agreed by both the University and the Academic.
- 3.20.3 Higher Duties work is for a discrete and fixed duration of no more than 6 months and must not establish an ongoing work practice.
- 3.20.4 For the duration of the Higher Duties arrangement, all other terms and conditions of this Agreement apply, except where the Higher Duties arrangement provides for more generous terms and conditions.

3.21 SHIFT WORK

- 3.21.1 Shift work occurs where a PASO Employee is required, on an ongoing basis, to commence or finish their ordinary hours of work outside the spread of ordinary hours set out at clause 3.17.1 or as varied by an IFA set out at clause 1.9.
- 3.21.2 Shift work will incur a shift loading of 15% for each hour worked Monday to Friday. Shift loading is not paid for:
 - 3.21.2.1 periods of absences;
 - 3.21.2.2 the purpose of calculating Overtime;
 - 3.21.2.3 the purpose of calculating final termination pay.
- 3.21.3 A PASO Employee working shift work receives 28 calendar days' written notice of the requirement to commence or cease shift work or to change start or finish times; unless otherwise mutually agreed.
- 3.21.4 Pursuant to clause 3.15.3, a PASO Employee will not unreasonably refuse a request to transfer to shift work.
- 3.21.5 By mutual agreement with the PASO Employee the University may programme shift work on Saturday or Sunday, on the basis that the PASO Employee is not required to work more than five consecutive days in a calendar week. A PASO Employee will be paid a 25% weekend loading for hours worked on Saturday or Sunday. With the exception of a health and safety matter requiring immediate action, the University or PASO Employee may discontinue this arrangement and revert to standard spread of ordinary hours set out at clause 3.17.1 through the provision of four weeks' written notice to the other party. Weekend loading is not paid for:
 - 3.21.5.1 periods of absences;
 - 3.21.5.2 the purpose of calculating overtime;
 - 3.21.5.3 the purpose of calculating final termination pay.
- 3.21.6 See also clause 1.41 for obligations that apply if the University proposes to introduce a change to an Employee's regular roster or ordinary hours of work.

3.22 CALL BACK AND STANDING BY

- 3.22.1 Call back payments and standing by allowances apply to Trades and Services Employees (defined at clause 3.17.1.2) in positions classified at UoM Level 6 or below and who make themselves available and participate in the University's voluntary 24/7 roster system. The 24/7 roster system applies in relation to essential

University facility services that are required to be maintained outside the ordinary hours of work.

- 3.22.2 A call back is paid to PASO Employees in place of Overtime set out at clause 3.18 for all work performed outside the ordinary hours of work. A call back is prescribed and calculated on a daily basis at the following rates:
- 3.22.2.1 week days - time and a half for the first two hours and double time thereafter;
 - 3.22.2.2 Saturdays - time and a half up to 12.00 noon (or the first two hours whichever occurs first) and double time thereafter;
 - 3.22.2.3 Sundays - double time;
 - 3.22.2.4 Public Holidays - double time and a half.
- 3.22.3 A call back is paid for a minimum period of four hours (**Minimum Period**). If the PASO Employee completes the duties required by the University within the Minimum Period they are not required to remain at work for the full four hours. However, the Minimum Period is inclusive of any subsequent call-back within the Minimum Period.
- 3.22.4 It is not a call back and the PASO Employee is paid Overtime as set out in clause 3.18 where a PASO Employee is requested to work Overtime:
- 3.22.4.1 with more than 12 hours' notice; or
 - 3.22.4.2 immediately prior to or after their ordinary hours of work (where there is no break between the ordinary hours and the additional hours worked).
- 3.22.5 In these circumstances, the PASO Employee is paid Overtime as set out in clause 3.18.
- 3.22.6 A Trades and Services Employee ready and available to be called back to work outside their ordinary hours of work receives a standing by allowance of \$209.87 per calendar week (pro rata for a lesser period) while participating on the University voluntary 24/7 roster system. Standing by allowance is not paid for:
- 3.22.6.1 periods of absences;
 - 3.22.6.2 the purpose of calculating Overtime; or
 - 3.22.6.3 the purpose of calculating final termination pay.

3.23 APPRENTICES AND TRAINEES

- 3.23.1 The University may, at its discretion, provide opportunity for individuals completing a recognised and approved apprenticeship or traineeship to be engaged by the University either through:
- 3.23.1.1 Fixed-Term employment with the University; or
 - 3.23.1.2 a group training organisation.
- 3.23.2 Apprentices and trainees employed by the University at clause 3.23.1.1 are paid the following Base Salaries: [UPDATE TABLE – 2 increment equivalent to 3 & 4 in the 2018 EA to address the previous undertaking to the FWC]

Apprentice Level 1	Increment 1	\$23,150
	Increment 2	\$30,316
	Increment 3	\$41,337
	Increment 4	\$48,501
Apprentice Level 2	Increment 1	\$26,762
	Increment 2	\$35,042
	Increment 3	\$47,783
	Increment 4	\$56,062
Trainee Level 1	Increment 1	\$41,271
	Increment 2	\$43,698
Trainee Level 2	Increment 1	\$44,785
	Increment 2	\$47,420
Trainee Level 3	Increment 1	\$46,848
	Increment 2	\$49,603

3.23.3 The Base Salaries set out at clause 3.23.2 will be adjusted in accordance with clause 1.10.

3.23.4 Nothing in the Agreement prevents the University, at its discretion, from providing remuneration and benefits to apprentices or trainees in addition to the Base Salaries set out at clause 3.23.2.

3.24 CERTIFICATION, REGISTRATION AND LICENCING FEES

The University pays for licencing and registration fees where the University requires a Trades and Services Employees (defined at clause 3.17.1.2) to be certified, licenced or registered in a relevant trade.

3.25 NOTICE OF TERMINATION BY THE UNIVERSITY

3.25.1 Termination of employment will be in accordance with the Agreement and prevailing legislation.

3.25.2 Unless otherwise specified in this Agreement or mutually agreed by University and the PASO Employee, the University will provide the PASO Employee on Continuing employment with written notice of the day of termination in accordance with the following period set out below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

3.25.3 PASO Employees over 45 years of age at the time of giving notice, with not less than two years' continuous service, are entitled to an additional week's notice.

3.25.4 The University may:

3.25.4.1 not require a PASO Employee to attend work during the notice period; or,

3.25.4.2 terminate employment within the notice period and pay the PASO Employee in lieu of the remaining notice.

3.25.5 The notice provisions set out in this clause 3.25 do not apply:

3.25.5.1 to PASO Employees engaged in Casual employment where the PASO Employee is engaged on an hourly basis;

3.25.5.2 to PASO Employees engaged in Fixed-Term employment;

3.25.5.3 to notification of cessation of employment due to redundancy as set out in clause 1.47;

3.25.5.4 to notification of cessation of employment due to medical retirement as set out in clause 1.34.3.2(b); or,

3.25.5.5 where the University summarily dismisses a PASO Employee for serious misconduct.

3.25.6 For the purpose of this clause 3.25, "Continuous Service" means service under an unbroken contract of employment and includes any period of leave of absence that does not break service as set out in this Agreement or legislation, but does not include any period of:

3.25.6.1 unauthorised absence;

3.25.6.2 unpaid leave or unpaid authorised absence other than:

- (a) a period of absence due to Community Service Leave at clause 1.29;
- (b) a period of leave of absence set out elsewhere in the Agreement that provides for continuity of service; or
- (c) a period of leave or absence of a kind prescribed in legislation.

3.26 NOTICE OF TERMINATION BY THE EMPLOYEE

It is expected that a PASO Employee on Continuing employment provides the same notice of termination as that required of the University (except that there is no requirement on the PASO Employee to give additional notice based on the age of the PASO Employee) or a notice period agreed at offer of employment.

3.27 REDUNDANCY PAY

3.27.1 A PASO Employee (not engaged on Fixed-Term employment or Continuing (Research Contingent) employment) whose employment is terminated due to redundancy shall receive the following redundancy payment in addition to standard termination entitlements set out in clause 1.47:

3.27.1.1 payment equivalent to three weeks' salary for every completed year of Continuous Service; plus

3.27.1.2 payment proportionate to 3.27.1.1 for each completed month of service for part year of service; plus

3.27.1.3 payment equivalent to two weeks' salary where the PASO Employee is aged 45 years and over on the day that notice of redundancy is provided,

(together, **Redundancy Pay**).

3.27.2 For the purpose of this clause, "Continuous Service" means service under an unbroken contract of employment and includes any period of leave of absence that does not break service as set out in this Agreement or legislation, but does not include any period of:

3.27.2.1 unauthorised absence;

3.27.2.2 unpaid leave or unpaid authorised absence other than a period of:

- (a) absence due to Community Service Leave at clause 1.29;
- (b) leave of absence set out elsewhere in the Agreement that provides for continuity of service; or
- (c) leave or absence of a kind prescribed in legislation.

3.27.3 The minimum amount of Redundancy Pay is equivalent to 14 weeks' pay and the maximum amount of Redundancy Pay is equivalent to 52 weeks.

3.27.4 For the purpose of this clause 3.27 "salary" and "pay" means Base Salary (as defined in clause 0) at the time the position became redundant plus any allowances and loadings paid to the PASO Employee in accordance with the terms of this Agreement at the time the position becomes redundant, but excludes payment for additional hours and superannuation.

3.27.5 Redundancy Pay is not applicable where the PASO Employee:

3.27.5.1 is offered a Suitable Alternative Position (as defined in clause 1.46.2) with the University or an associated entity;

3.27.5.2 elects to accept an Alternative Position or Alternative Part-Time Position (as defined in clause 1.46.3) with the University or an associated entity; or

3.27.5.3 is summarily dismissed for serious misconduct.

3.28 SUPPORTED WAGE SYSTEM

3.28.1 The Supported Wage System (**SWS**) is a Commonwealth Government initiative that promotes the employment of people with a disability who cannot work to full capacity.

3.28.2 A PASO Employee's participation in the SWS will be in accordance with the provisions of the SWS, as determined by the Commonwealth Government.

3.28.3 A PASO Employee is eligible for the SWS if they:

3.28.3.1 are unable to perform the full range of duties in a position due to a disability;

3.28.3.2 meet the impairment criteria for receipt of the disability support pension; and

3.28.3.3 do not have an accepted workers' compensation claim against the University.

3.28.4 The productive capacity of the PASO Employee will be assessed in accordance with the SWS and documented by the University and an Approved Assessor in consultation with the PASO Employee and their nominated representative (**Assessment Instrument**).

3.28.5 For the purpose of this clause 3.28 an "Approved Assessor" means a person accredited by the management unit established by the Commonwealth under the SWS to perform assessments of an individual's productive capacity within the SWS.

3.28.6 An eligible PASO Employee will be paid a proportion of the Base Salary commensurate to a classification set out at clause 0 in accordance with the following table (**Adjusted Rate of Pay**):

Assessed capacity	Proportion of Base Salary
<u>%</u>	<u>%</u>
<u>10</u>	<u>10</u>
<u>20</u>	<u>20</u>

<u>30</u>	<u>30</u>
<u>40</u>	<u>40</u>
<u>50</u>	<u>50</u>
<u>60</u>	<u>60</u>
<u>70</u>	<u>70</u>
<u>80</u>	<u>80</u>
<u>90</u>	<u>90</u>

- 3.28.7 The Adjusted Rate of Pay must be not less than \$102 per week.
- 3.28.8 The Adjusted Rate of Pay will only apply to the PASO Employee's Base Salary. The PASO Employee will be entitled to the same terms and conditions of employment as all other PASO Employees covered by this Agreement.
- 3.28.9 Where assessed capacity is 10% capacity, the University will provide a high degree of assistance and support to the PASO Employee.
- 3.28.10 Assessments made under this clause 3.28 must be documented in an SWS Wage Assessment Agreement and retained by the University as a time and wages record in accordance with the FW Act. For the purpose of this clause 3.28, a "SWS Wage Assessment Agreement" means the document in the form required by the relevant Government department that records the PASO Employee's productive capacity and agreed Adjusted Rate of Pay.
- 3.28.11 The SWS Wage Assessment Agreement under the conditions of this clause 3.28, including the appropriate percentage of the relevant minimum wage to be paid to the PASO Employee, will be lodged by the University with the FWC.
- 3.28.12 The SWS will be reviewed annually or more frequently by request of either party.

3.29 CLASSIFICATION DESCRIPTORS

<p>Category A – UoM Level 1 <i>(Previously Professional Staff Classification [PSC] Level 1)</i></p>
<p style="text-align: center;">Category A Descriptor</p>
<p>Category A positions typically focus on executing practical tasks to enable University operations. These positions generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.</p>
<p style="text-align: center;">Key characteristics of work at this level</p>
<p>Performing straightforward tasks and activities as instructed. The work is often repetitive and not complex in nature.</p>
<p style="text-align: center;">Nature and scope of roles at this level</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> • Roles at the base of this level would not require formal qualifications nor work experience when joining the organisation. • For roles at this level elementary knowledge of standardised work routines is required on the job by delivering simple, often repetitive tasks. • The communication required for these roles is aimed at giving and receiving basic information effectively.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> • Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels. • These roles operate within detailed rules and instructions, generally following strict routines.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> • These roles have a supporting impact on the execution of specific operational tasks led by others. • They perform routine activities with direct instructions and close supervision.

<p>Category A – UoM Level 2 <i>(Previously Professional Staff Classification [PSC] Level 2)</i></p>
<p style="text-align: center;">Category A Descriptor</p>
<p>Category A positions typically focus on executing practical tasks to enable University operations. These positions generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.</p>
<p>Key characteristics of work at this level</p>
<p>Performing a range of straightforward manual tasks and activities. The work is often repetitive and generally not complex in nature. Work at level 2 may on occasion involve slightly more complex tasks, which can be successfully delivered under close supervision and by using earlier experiences.</p>
<p>Nature and scope of roles at this level</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> • For roles at this level proficient knowledge of standardised work routines is required. This is typically acquired through technical training or work experience. • The communication required for these roles is aimed at giving and receiving basic information effectively and demonstrating appropriate awareness of the activities they do. • Level 2 duties typically require a skill level which assumes and requires: <ul style="list-style-type: none"> ○ knowledge, training or experience relevant to the duties to be performed or; ○ completion of year 12 without work experience or; ○ completion of Certificates I or II with work related experience or; ○ or an equivalent combination of experience and training
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> • These roles solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. • These roles operate within detailed rules and instructions, generally following strict routines. There might be possible exceptional situations. Within those situations however there are defined and limited solutions to choose from.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> • These roles have a supporting impact on the execution of specific operational tasks. • They perform routine activities with direct instructions and close supervision.

<p>Category A – UoM Level 3 <i>(Previously Professional Staff Classification [PSC] Level 3)</i></p>
<p style="text-align: center;">Category A Descriptor</p>
<p>Category A positions typically focus on executing practical tasks to enable University operations. These positions generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.</p>
<p style="text-align: center;">Key characteristics of work at this level</p>
<p>Performing a range of operational tasks and assignments which require knowledge of the processes in the own work area and understanding of how they interact with other related areas and processes. The work is generally aimed at facilitating the work of others, and/or delivering parts of more complex tasks which are under the accountability of others.</p>
<p style="text-align: center;">Nature and scope of roles at this level</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> • These roles require knowledge for application of practical methods and techniques, work procedures and processes in the use of materials, equipment and tools. • This knowledge is typically acquired through training in combination with work experience. • Ordinary courtesy and effective communication in dealing with others is required. The communication aims at giving and receiving information and maintaining a favourable working relationship. • Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"> ○ completion of a trades certificate or Certificate III or; ○ completion of Year 12 or a Certificate II, with some relevant work experience or; ○ an equivalent combination of relevant experience and education/ training.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> • These roles operate within detailed standard practices with available assistance when variations need to be considered. • They are generally confronted with similar situations requiring solution by making the right choice between known alternatives. • These roles may be required to exercise judgement on practical work methods and task sequence within specified timelines and standard practices and procedures.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> • These roles have a supporting impact on a specific part of the University's infrastructure and/or a specific work group within university operations. • By consistently and effectively applying practices and procedures, these roles enable others within University to be successful in their roles.

<p>Category A – UoM Level 4 (Previously Professional Staff Classification [PSC] Level 4)</p>
<p style="text-align: center;">Category A Descriptor</p>
<p>Category A positions typically focus on executing practical tasks to enable University operations. These positions generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.</p>
<p>Key characteristics of work at this level</p>
<p>Performing tasks and/or assignments which require a technical proficiency as well as a good understanding of the relevant work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p> <p>This is the level where work starts to be delivered under routine supervision and general direction, including possible liaison with staff at higher levels. In some cases, the work also can include providing task instructions to colleagues operating at a lower level.</p>
<p>Nature and scope of roles at this level</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> ● These roles require knowledge for application of practical methods and techniques, work procedures and processes in the specialised use of materials, equipment and tools. ● This knowledge is typically acquired through specialised training in combination with significant work experience. ● Ordinary courtesy and effective communication in dealing with others is required. The communication aims at giving and receiving information and maintaining a favourable working relationship. ● Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ○ completion of a diploma level qualification with relevant work related experience, or; ○ completion of a Certificate IV with relevant work experience; or, ○ completion of a post-trades certificate and extensive training; or, ○ relevant experience and on the job training; or, ○ completion of a Certificate III with extensive relevant work experience, or; ○ an equivalent combination of relevant experience and/or education/training.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> ● These roles operate within well-defined procedures with somewhat diversified precedents. ● They are generally confronted with situations in which the problem is clear but they are required to interpret standard and custom precedents to make the right selection of available choices.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> ● These roles have a supporting impact on a specific part of the University's infrastructure and/or a specific work group within university operations. ● By consistently and effectively applying practices and procedures, these roles enable others within university to be successful in their roles.

<p>Category A – UoM Level 5 (Previously Professional Staff Classification [PSC] Level 5)</p>
<p style="text-align: center;">Category A Descriptor</p>
<p>Category A positions typically focus on executing practical tasks to enable University operations. These positions generally follow instructions and defined procedures and processes. Decision making is generally not one of the critical elements of these positions.</p>
<p style="text-align: center;">Key characteristics of work at this level</p>
<p>Performing tasks and or /assignments which typically require experience and functional proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions. The work can involve assisting and advising others in support of the achievement of their objectives.</p> <p>In some cases -and on the basis of having significant work experience- the work also can include providing instructions to colleagues operating at a lower level.</p>
<p style="text-align: center;">Nature and scope of roles at this level</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> ● These roles require knowledge of specialised methods, techniques and processes, which is typically acquired through part professional qualification and/or specialised training in combination with significant work experience. ● These roles need incumbents who can be authoritative on methods, systems and procedures used. ● Ordinary courtesy and effective communication in dealing with others is required. The communication aims at giving and receiving information and maintaining a favourable working relationship. More sophistication is required in technical conversations compared to the levels below. ● Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ○ completion of a degree without subsequent relevant work experience; or ○ completion of an advanced diploma qualification and at least 1 year's subsequent relevant work experience, or ○ completion of a diploma qualification and at least 2 years' subsequent relevant work experience, or ○ completion of a Certificate IV and extensive relevant work experience; or ○ completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or ○ an equivalent combination of relevant experience and/or education/training.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> ● These roles operate within well-defined procedures with somewhat diversified precedents. ● These roles require analysis and interpretation of differing situations and need to identify, search and select solutions through experience and the application of acquired knowledge.

Output and impact required from these roles

- These roles have a supporting impact on a specific part of the University's infrastructure and/or a specific work group within university operations.
- By consistently and effectively applying practices and procedures, these roles enable others within university to be successful in their roles and/or carry partial responsibility for their outcomes.

Category B - UoM Level 6

(Previously Professional Staff Classification [PSC] Level 6)

Category B Descriptor

Category B positions focus on executing complex tasks and operational problem solving to enable university operations. These positions generally operate within broad procedures, they apply occupational knowledge and experience to solve problems at their level.

Key characteristics of work at this level

Performing assignments through the application of depth or breadth of functional and/or technical expertise. The work on these assignments is guided by policy, precedent, professional standards and managerial or technical expertise.

This work can have the nature of first hand delivering assignments with functional and/or technical complexity and/or supervision of multiple activities by others.

Nature and scope of the role

Knowledge and expertise required for these roles

- These roles require specialised skills that are learned through a combination of directly relevant technical training and job experience.
- This involves specialised knowledge of methods, techniques and processes with some knowledge of the theoretical background.
- Interaction with other people is aimed at understanding, supporting and/or influencing them. Professional reasoning is required, more than inspiring and motivating.
- Level 6 typically requires a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with subsequent relevant experience; or,
 - extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or,
 - an equivalent combination of relevant experience and/or education/training.

Problem solving typical for these roles

- These roles operate within diversified procedures.
- They are generally confronted with different situations requiring identification of issues, the application of judgement and selection of solutions within their area of expertise and acquired knowledge.

Output and impact required from these roles

- These roles have an impact by supervising a specific work group and/or the provision of specific services within a department or comparable unit within the University.
- By operating within standardised practices, these roles enable others/other teams within university to be successful.

<p>Category B – UoM Level 7 (Previously Professional Staff Classification [PSC] Level 7)</p>
<p style="text-align: center;">Category B Descriptor</p>
<p>Category B positions focus on executing complex tasks and operational problem solving to enable university operations. These positions generally operate within broad procedures, they apply occupational knowledge and experience to solve problems at their level.</p>
<p>Key characteristics of work at this level</p>
<p>Performing complex assignments through the application of depth or breadth of functional and/or technical expertise. The work on these assignments is guided by policy, precedent, professional standards and managerial or technical expertise.</p> <p>This work can have the nature of first hand delivering assignments with significant functional and/or technical complexity and/or direction and supervision of multiple activities by others. It can also include mentoring of colleagues through applying expertise and/or experience.</p>
<p>Nature and scope of the role</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> • These roles require specialised skills that are learned through a combination of directly relevant professional qualification and job experience. • This involves knowledge of methods, systems and processes with enough understanding of the theoretical background to be able to suggest changes and improvements to them. • Interaction with other people is aimed at understanding, supporting and/or influencing them. Professional reasoning is required, more than inspiring and motivating. • Training level or qualifications: Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ○ Training level or qualifications: Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: ○ a degree with at least 4 years' subsequent relevant experience; ○ or extensive experience and management expertise in technical or administrative fields; ○ or an equivalent combination of relevant experience and/or education/training.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> • These roles are required to interpret procedures in order to resolve problems within established frameworks. • They are generally confronted with different situations requiring identification of issues, the application of judgement and selection of solutions within their area of expertise and acquired knowledge, which may include the combination of parts of earlier solutions which together meet the needs of a specific situation.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> • These roles have an impact by supervising a specific larger work group and/or the provision of specific services within a significant department or comparable unit within the University. • By operating within existing practices and making effective choices about policy application, these roles enable others/other teams within University to be successful.

<p>Category C - UoM Level 8 (Previously Professional Staff Classification [PSC] Level 8)</p>
<p style="text-align: center;">Category C Descriptor</p>
<p>Category C positions typically focus on advising senior decision makers and/or manage elements of a function in order to enable and improve university operations. These roles generally apply advanced decision making and discretionary judgement.</p>
<p style="text-align: center;">Key characteristics of work at this level</p>
<p>Work at this level generally transcends specific assignments, requiring the integration of a range of university policies and external requirements towards achieving objectives. This can include program development and implementation, and/or strategic support and advice operating within complex organisation structures.</p> <p>This work can have the nature of highly specialised delivery requiring a high degree of knowledge and sensitivity, and/or management and leadership of a small and/or specialised unit.</p>
<p style="text-align: center;">Nature and scope of the role</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> ● These roles usually require an understanding and application of a theoretical or scientific discipline including the underlying principles involved, reflection senior subject matter expertise. ● Highly developed skills in persuading, inspiring, developing and motivating are required in order to interact effectively with other people in these roles. ● Level 8 typically requires a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ○ postgraduate qualifications or progress towards graduate qualifications and extensive relevant experience; or ○ or, extensive experience and management expertise; or ○ or, an equivalent combination of relevant experience and/or education/training. <p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> ● These roles are confronted with a variety and diversity of problems which need to be analysed before it is possible to select the appropriate solution or combination of solutions, working within a broad range of policies and procedures. ● They solve problems by applying judgement, based on their professional expertise and acquired knowledge. ● They are required to be able to navigate a wide range of procedures, identifying specific solutions with a varying degrees of complexity. <p>Output and impact required from these roles</p> <ul style="list-style-type: none"> ● These roles have an impact by managing a team of specialists and/or the provision of highly specialised services within a department or comparable unit in the University. ● By operating within well-defined policies and under post facto supervisory review of outcomes, these roles enable other senior managers and their teams to be successful.

<p>Category C - UoM Level 9 (Previously Professional Staff Classification [PSC] Level 9)</p>
<p style="text-align: center;">Category C Descriptor</p>
<p>Category C positions typically focus on advising senior decision makers and/or manage elements of a function in order to enable and improve university operations. These roles generally apply advanced decision making and discretionary judgement.</p>
<p style="text-align: center;">Key characteristics of work at this level</p>
<p>Work at this level transcends specific assignments, requiring the integration of a range of university policies and external requirements towards achieving tactical and strategic objectives. This can include program development and implementation, and/or strategic support and advice operating within complex organisation structures.</p> <p>This work can have the nature of highly specialised delivery requiring a high degree of knowledge and sensitivity, and/or management and leadership of a larger (sometimes highly specialised) unit.</p>
<p style="text-align: center;">Nature and scope of the role</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> • These roles require professional knowledge about theoretical concepts within a specialised field, which they apply in combination with a significant amount of practical knowledge in their conceptual work. • They are required to perform and/or supervise multiple activities which are univocal as to objective and content. • Highly developed skills in persuading, inspiring, developing and motivating are required in order to interact effectively with other people in these roles. • Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ○ postgraduate qualifications and extensive relevant experience; or ○ or, extensive management experience and proven management expertise; or ○ or, an equivalent combination of relevant experience and/or education/training.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> • These roles are confronted with a variety and diversity of complex problems which need to be analysed before it is possible to select the appropriate solution or combination of solutions, working within a broad range of policies. • They solve problems by applying judgement, based on their significant professional expertise and acquired knowledge, making decisions about how policies can be best applied to resolve a specific problem within a part of the university. • They are required to be able to operate within an extensive policy framework and use this as a set of guidelines rather than specific rules to follow.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> • These roles have an impact by managing a team of specialists and/or the provision of specialised services within a department or comparable unit in the University. • By interpreting policies and under post facto supervisory review of outcomes, these roles enable other senior managers, their teams and specific parts of the university to be successful.

<p>Proposed Level 10 (Previously Professional Staff Classification [PSC] Level 10)</p>
<p style="text-align: center;">Category C Descriptor</p>
<p>Roles focused on advising senior decision makers and/or managing elements of support functions to enable and improve university operations. These roles generally apply professional decision making within a broader policy framework.</p>
<p style="text-align: center;">Key characteristics of work</p>
<p>Work at this category transcends specific assignments, requiring the integration of a range of university policies and external requirements towards achieving tactical and strategic objectives. This can include program development and implementation, and/or strategic support and advice operating within complex organisation structures.</p> <p>This work can involve specialised delivery requiring a high degree of knowledge and sensitivity, and/or management and leadership of a larger (sometimes highly specialised) unit.</p>
<p style="text-align: center;">Nature and scope of the role</p>
<p>Knowledge and expertise required for these roles</p> <ul style="list-style-type: none"> ▪ Elements of the work will require broad and/or deep knowledge in a field of expertise requiring a command of diverse practices and precedents and/or sophisticated concepts and principles. ▪ They are required to perform and/or supervise multiple activities which are clear as to objective and content, with some liaison with associated functions. ▪ Highly developed skills in persuading, inspiring, developing and motivating other people are required to perform effectively in these roles. ▪ Level 10 duties typically require knowledge, training and skills acquired through very deep and/or broad experience typically combined with an academic/professional qualification.
<p>Problem solving typical for these roles</p> <ul style="list-style-type: none"> ▪ These roles generally think within clearly defined policies, principles and specific objectives. ▪ They solve problems in differing situations requiring the identification of issues, the application of judgement, and the selection of solutions within the area of expertise and acquired knowledge.
<p>Output and impact required from these roles</p> <ul style="list-style-type: none"> ▪ These roles contribute by managing a team of specialists and/or the provision of highly specialised services within a department or comparable unit in the University to provide interpretive, advisory or facilitating services. ▪ They operate within practices and procedures covered by precedents or well-defined policies and review of end results.

Division 4 – Casual Employment

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4.1 SCOPE OF DIVISION 4

- 4.1.1 Division 4 of the Agreement applies only to Employees engaged under a Casual employment contract.
- 4.1.2 For the purposes of this Division 4, Casual Employee means an Employee of the University engaged to perform work within the classifications of work set out in the Agreement at Division 2 (Academic Terms) and/or Division 3 (PASO Terms) and who:
- 4.1.2.1 has received an offer of employment from the University on the basis that the University makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person;
 - 4.1.2.2 accepts the offer on that basis; and
 - 4.1.2.3 undertakes work which is performed and paid by the hour with a loading paid to compensate for the nature of the casual work and the conditions of employment that do not apply to such work.
- 4.1.3 For the purpose of this Agreement, an individual invited by the University for an occasional speaking engagement (**Guest Speaker**) is not:
- 4.1.3.1 engaged as a Casual Employee; or
 - 4.1.3.2 an individual covered by this Agreement.
- 4.1.4 A Guest Speaker (also referred to as a keynote speaker) means an individual who has been invited by the University to speak or deliver a presentation on a particular topic, area of interest, or area of expertise (not directly related to curriculum set out in a course or unit outline).

4.2 GENERAL CONDITIONS OF EMPLOYMENT

- 4.2.1 The following clauses in the Agreement do not apply to Employees in Casual employment:
- 4.2.1.1 salary packaging (clause 1.12);
 - 4.2.1.2 Annual Leave (clause 1.19);
 - 4.2.1.3 Public Holidays (clause 1.18);
 - 4.2.1.4 paid Parental Leave (clause 1.25);
 - 4.2.1.5 notice of termination of employment by the University (clauses 1.34.3.2(b), 2.19 and 3.25);

- 4.2.1.6 redundancy (clauses 1.44.4 to 1.47)
 - 4.2.1.7 Shift work (clause 3.21);
 - 4.2.1.8 spread of ordinary hours (clause 3.17);
 - 4.2.1.9 Workload (clauses 2.11 and 3.15); and
 - 4.2.1.10 any other clause in the Agreement which expressly excludes Employees in Casual employment.
- 4.2.2 The University, when offering Casual employment will, as a minimum requirement, inform the Casual Employee in writing:
- 4.2.2.1 that they are employed as a Casual Employee;
 - 4.2.2.2 the classification level of the work they have been engaged to perform;
 - 4.2.2.3 the hourly rate of pay;
 - 4.2.2.4 the anticipated number of hours required; and
 - 4.2.2.5 that any authorised additional duties required during the engagement will be paid in accordance with the Agreement and at the applicable rate.
- 4.2.3 Paid Casual work is for the time the University requires the work to be performed **(Required Hours)**.
- 4.2.4 For the avoidance of doubt, anticipated hours of work contemplated at clause 4.2.2.3 are indicative only and are not Required Hours of work.
- 4.2.5 Casual Employees are required to submit accurate timecards within 10 business days of the working days/ time being claimed. Casual Employees may only claim for the Required Hours or hours worked in circumstances described at clause 4.3.3 and 4.3.4..
- 4.2.6 Except as set out at clauses 4.5.1 to 4.5.6 (Academic Sessional Activities) and subject to clause 4.2.7, a Casual Employee will be paid per hour at the rate of 1/37th of the weekly rate prescribed for the class of work performed, plus a:
- 4.2.6.1 25% Weekday Casual Loading for work required by the University to be performed Monday to Friday (inclusive of Saturday for live performances undertaken by the Faculty of Fine Arts and Music);
 - 4.2.6.2 50% Saturday Casual Loading for work required by the University to be performed on Saturday up to 12:00pm or the first three hours worked on Saturday (whichever comes first) and a 100% Saturday Casual Loading thereafter;
 - 4.2.6.3 100% Sunday Casual Loading for work required by the University to be performed on Sunday; and
 - 4.2.6.4 100% Public Holiday Casual Loading for work required by the University and agreed to by the Casual Employee to be performed on a public holiday in accordance with the NES listed at clause 1.5.2 with the exception of Casual Employees performing Trades and Services work defined at clause 3.17.2.2 where a 150% loading applies.
- 4.2.7 The loadings prescribed above for weekend work and public holidays will apply to work performed by Casual Academic Employees only after the date that the University's proposed scheduling and time and attendance system, and supporting processes and practices, become fully operational and have been implemented across the University.

- 4.2.8 Reference to an hourly base casual rate in this Agreement does not restrict the payment for work less than a one hour pro rata to the equivalent hourly rate. For example (for illustrative purposes only):
- 4.2.8.1 a PASO casual shift of 3.5 hours will be paid at 3.5 times the applicable hourly rate;
 - 4.2.8.2 half an hour of Academic Sessional Activities (as defined in clause 4.5.1) will be paid at half the applicable rate.
- 4.2.9 Within reasonable practicalities of casual work across the organisation, where breaks are typically self-directed and not scheduled by the University, the University will:
- 4.2.9.1 not require a Casual Employee to work more than five hours continuously without an unpaid meal break of at least half an hour and where the taking of unpaid meal breaks is self-directed by the Casual Employee; and
 - 4.2.9.2 provide a Casual Employee working a full day with the equivalent of two 10-minute paid rest breaks as self-directed by the Casual Employee.
- 4.2.10 The University will provide Casual Employees reasonable access to available facilities and resources commensurate with the role and with the flexible and ad hoc nature of their employment. This includes (amongst other things authorised by the University) access to:
- 4.2.10.1 on-campus facilities;
 - 4.2.10.2 on-campus meeting rooms for student consultation;
 - 4.2.10.3 the University's wi-fi, phone, network and email systems when on campus; and
 - 4.2.10.4 Library facilities.

4.3 MANAGING CASUAL WORKLOAD

- 4.3.1 The Parties acknowledge that Casual Employees are to be paid for all hours of work performed pursuant to clause 4.2.3 and in accordance with the following provisions.
- 4.3.2 The Required Hours must provide sufficient and reasonable time for the Casual Employee to deliver the work (commensurate with the relevant classification of the work).
- 4.3.3 Where a Casual Employee believes the Required Hours are insufficient to perform the work, the Casual Employee shall (if and when required) discuss with their supervisor (or other person delegated to set the Required Hours), the workload and performance expectations set by the University that might warrant the authorisation of additional hours of work in excess of the Required Hours.
- 4.3.4 A Casual Employee must not perform additional hours in excess of the Required Hours without prior written approval, save for in unforeseen and urgent circumstances where payment will not be unreasonably withheld.
- 4.3.5 Where a Casual Employee is offered Casual work with the University but considers the Required Hours are insufficient to perform the work (commensurate with the relevant classification of the work) to the standard required by the University, and the matter has not been resolved through conversation with the supervisor (or other person delegated to set the Required Hours), the Casual Employee may raise their concerns through the grievance and dispute settlement procedure set out in this Agreement.

4.4 MINIMUM ENGAGEMENT

- 4.4.1 The following provision sets out the minimum hours a Casual Employee will be engaged to perform the category of work required.
- 4.4.2 Except for Academic Sessional Activities as defined in clause 4.5.1 and any additional hours contemplated at clause 4.5.9.2(a), Casual Employees will be engaged by the University for a minimum period of:
- 4.4.2.1 one (1) hour per day where the Casual Employee:
- (a) is working remotely and is not required by the University to attend the physical workplace to perform their work/duties as directed by the University; or
 - (b) is employed in the occupation of gym or fitness instructor.
- 4.4.2.2 an aggregate two (2) hours per Engagement day where the Casual Employee is required to attend the physical workplace engaged to perform:
- (a) Content Development activities as defined in clause 4.5.7.1
 - (b) Research Activities as defined in clause 4.5.8.1; or
 - (c) Other Casual Academic Activities as defined in clause 4.5.9.1;
- 4.4.2.3 three (3) hours per Engagement where the Casual Employee is required to attend the physical workplace to perform PASO Casual work (excluding as a gym or fitness instructor).
- 4.4.3 Engagement means an aggregate number of hours the Employee is required to attend the physical workplace in a day where the break between Required Hours (excluding unpaid meal breaks) does not exceed two hours. Where there is a break of more than two (2) hours (excluding unpaid meal breaks) between two periods of Required Hours on a day, the subsequent Required Hours will be considered a separate Engagement for the purpose of determining minimum engagement under clause 4.4.2..

4.5 ACADEMIC CASUAL CATEGORIES OF WORK AND RATES OF PAY

- 4.5.1 Academic Sessional Activities includes:
- 4.5.1.1 Sessional Lecturing as defined in clause 4.5.3.1;
 - 4.5.1.2 Sessional Tutoring/Teaching as defined in clause 4.5.4.1;
 - 4.5.1.3 Preparation and Associated Work as defined in clause 4.5.5; and
 - 4.5.1.4 Sessional Marking and Assessment as defined in clause 4.5.6.1.
- 4.5.2 For the purpose of recording hours of work, the Casual Employee must only record the hours of delivery of sessional work at clause 4.5.3.2 for Sessional Lecturing and at clause 4.5.4.3 for Sessional Tutoring/Teaching (**Delivery**). The Casual Employee is not required to record the hours of Preparation and Associated Work (as defined at clause 4.5.5).
- 4.5.3 Sessional Lecturing
- 4.5.3.1 These activities require the delivery to students of educational content through instructive and/or didactic presentations (in person or remotely) by an expert instructor in the specific discipline at the Academic level B classification.

4.5.3.2 The table below sets out derived hourly rates of pay for Sessional Lecturing which are a combination of one hour of Delivery to students and notional time for Preparation and Associated Work described at clause 4.5.5 and are calculated at 1/37th of the weekly Level B.2 rate in clause 0 (inclusive of a 25% casual loading):

	Derived Hours	On commencement	First Increase at clause ##	Second Increase at clause ##	Third Increase at clause ##
Sessional Lecturing Basic	1 hour of Delivery; plus, 2 hours of Preparation and Associated Work				
Sessional Lecturing Developed	1 hour of Delivery; plus, 3 hours of Preparation and Associated Work				
Sessional Lecturing Specialised	1 hour of Delivery; plus, 4 hours of Preparation and Associated Work				
Sessional Lecturing Repeat	1 hour of Delivery; plus, 1 hours of Preparation and Associated Work				

4.5.3.3 The "Developed" Sessional Lecturing rate is applied where the lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit as well as lecturing or where a lecture or small group of lectures calls for special expertise.

4.5.3.4 The "Specialised" Sessional Lecturing rate is applied to a distinguished person for a single lecture or a small group of lectures.

4.5.3.5 The "Repeat" Sessional Lecturing rate only applies to a second or subsequent Delivery of substantially the same lecture in the same subject in the same semester or term.

4.5.4 Sessional Tutoring/Teaching

4.5.4.1 These activities require the Delivery to students of educational content (including skills acquisition through practical learning), related to the course in which students are enrolled; through, but not limited to, modes of delivery (whether in person or remotely) such as tutorials, seminars, workshops, studios, laboratories or practical / applied / clinical sessions.

4.5.4.2 This work is classified at Level A.6 where the Casual Employee has a doctoral qualification and Level A.2 where the Casual Employee does not have a doctoral qualification.

4.5.4.3 The table below sets out derived hourly rates of pay for Sessional Tutoring/Teaching which are a combination of one hour of Delivery to students and notional time for Preparation and Associated Work described at clause 4.5.5 and are calculated at 1/37th of either the applicable weekly Level A.2 or A.6 rate in clause 0 (inclusive of a 25% casual loading):

	Derived Hours	On commencement	First Increase at clause ##	Second Increase at clause ##	Third Increase at clause ##

Sessional Tutoring/Teaching (A.2) Initial	1 hour of Delivery; plus, 2 hours of Preparation and Associated Work				
Sessional Tutoring/Teaching (A.2) Repeat	1 hour of Delivery; plus, 1 hours of Preparation and Associated Work				
Sessional Tutoring/Teaching (A.6) Initial	1 hour of Delivery; plus, 2 hours of Preparation and Associated Work				
Sessional Tutoring/Teaching (A.6) Repeat	1 hour of Delivery; plus, 1 hours of Preparation and Associated Work				

4.5.4.4 The "Repeat" Sessional Tutoring/Teaching rate only applies to a second or subsequent Delivery of substantially the same content in the same subject in the same semester or term.

4.5.5 Preparation and Associated Work

Preparation and Associated Work means duties directly associated with the preparation of, and administration arising from, the Delivery of sessional work described above at clauses 4.5.3 and 4.5.4. This includes non-scheduled student consultation arising on the day of Delivery.

4.5.6 Sessional Marking and Assessment

4.5.6.1 These activities involve the marking and/or assessment of students' work as required by the supervising lecturer of a subject or course as set out in the relevant University authorised rubric, other than marking and/or assessment that is undertaken during the Delivery of a Sessional Lecture or Sessional Tutoring/Teaching activity, or could reasonably have been undertaken during that session. For clarity, circumstances such as re-marking and assessment moderation are separate periods of Required Hours for the purpose of payment of hours. This work is classified at Level A.6 where the Casual Employee has a doctoral qualification and Level A.2 where the Casual Employee does not have a doctoral qualification.

4.5.6.2 Advanced Marking and/or assessment activities refers to student assessment undertaken in the capacity of a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to a Level B Academic. This work is classified at Level B.2.

4.5.6.3 The table below sets out the hourly rates of pay for Sessional Marking and Assessment which are calculated at 1/37th of the applicable weekly Level A.2, A.6 or B.2 rate in clause 0 (inclusive of a 25% casual loading):

	On commencement	First Increase at clause ##	Second Increase at clause ##	Third Increase at clause ##
Sessional Marking & Assessment (A.2)				
Sessional Marking & Assessment (A.6)				
Sessional Marking & Assessment (B.2) Advanced Marking				

4.5.7 Content Development

- 4.5.7.1 Content Development activities involve a Casual Employee with special expertise requiring a significant exercise of academic judgement appropriate to a Level B Academic to develop teaching content in accordance with the University's teaching, learning and assessment pedagogical requirements.
- 4.5.7.2 Content Development activities will be paid for the Required Hours performed by the Casual Employee at 1/37th of the weekly Level B.2 rate, in clause 0, plus the applicable casual loading set out at clause 4.2.6.

4.5.8 Research Activities

- 4.5.8.1 Research Activities involve providing support to individual researchers or research teams who are collecting, analysing and reporting research data and findings. Casual Employees engaged to perform research activities usually work under the supervision of the primary researchers who lead research projects and may be required to carry out a wide range of tasks to support research activities. These will vary according to disciplines, but may involve tasks such as (but not limited to):
 - a) literature reviews;
 - b) collation of data to support grant-writing;
 - c) survey and questionnaire design;
 - d) research subject liaison and interviews;
 - e) drafting ethics applications and other administrative work related to research;
 - f) a range of laboratory/experimental activities including the maintenance and use of specialised equipment; and
 - g) the synthesis and analysis of raw data and findings.
- 4.5.8.2 Research Activities will be paid for the Required Hours performed by the Casual Employee at 1/37th of the applicable weekly Research Assistant rate in clause 0, plus the applicable casual loading set out at clause 4.2.6.

4.5.9 Other Casual Academic Activities

- 4.5.9.1 Other Casual Academic Activities involve any other academic activities required by the University not described in clauses 4.5.3 to 4.5.8 above, but that is not work that would fall within a PASO classification of work set out in Division 3 of the Agreement.
- 4.5.9.2 Examples of Other Casual Academic Activities include (but are not limited to):
 - a) Any additional hours approved by the University in accordance with clause 4.3;
 - b) Additional consultation with students (other than on the day of Delivery of an Academic Sessional Activity);
 - c) Attendance at lectures as required by the University;
 - d) Undertaking University required training sessions/programmes;
 - e) Attendance at meetings as required by the University;
 - f) Post-graduate supervision;

g) Full subject co-ordination.

4.5.9.3 Other Casual Academic Activities will be paid for the Required Hours performed by the Casual Employee at 1/37th of the weekly Level A.6 rate in clause 0 where the Casual Employee has a doctoral qualification, and at 1/37th of the weekly Level A.2 rate in clause 0 where the Casual Employee does not have a doctoral qualification, plus the applicable casual loading set out at clause 4.2.6.

4.6 PASO CASUAL WEEKDAY OVERTIME

4.6.1 The Required Hours that fall within a PASO classification of work set out in Division 3 of the Agreement, that are worked by a Casual Employee in a working week (Monday to Friday) in excess of 36.25 hours, will be paid at the applicable overtime rate as set out in clause 3.18 (excluding the Weekday Casual Loading in clause 4.2.6) for the hours worked in excess of 36.25 hours.

4.6.2 A Casual Employee may not accrue and take time off in lieu of casual overtime.

4.7 CASUAL CONVERSION TO CONTINUING EMPLOYMENT

4.7.1 Casual conversion to Continuing employment will be assessed and, where applicable, actioned in accordance with the NES in Division 4A of Part 2.2 of the FW Act (**NES Conversion**).

4.7.2 Separate and in addition to NES Conversion above, where the University intends to offer further employment to a Casual Employee the offer will be for either Continuing Employment or Continuing Employment (Research Contingent) on a minimum 0.4 full-time equivalent (FTE) part-time basis in circumstances where:

4.7.2.1 the Casual Employee has been employed by the University during each year of the preceding three (3) years the offer is being made; and

4.7.2.2 the Casual Employee's total gross annual earnings for each of the preceding three (3) years worked is equivalent to 40% or more of the annual Base Salary (as defined in clause 00 for Division 2 Employees or clause 0 for Division 3 Employees) for the classification of work to be offered; and

4.7.2.3 the offer of employment is to perform the same or substantially similar duties to the preceding Casual employment; and

4.7.2.4 the Casual Employee is not a student of the University.

SIGNATURES

Signed on behalf of the **University of Melbourne** by:

_____	_____
<i>Signature of the authorised officer</i>	<i>Date</i>
_____	Parkville
<i>Name of the authorised officer(print)</i>	Victoria 3010

	<i>Address</i>

<i>Position title</i>	

<i>In the presence of</i>	

Signed on behalf of the **National Tertiary Education Industry Union** by:

_____	_____
<i>Signature of the authorised officer</i>	<i>Date</i>
_____	120 Clarendon Street
<i>Name of the authorised officer(print)</i>	South Melbourne, VIC, 3205

	<i>Address</i>

<i>Position title</i>	

<i>In the presence of</i>	

Signed on behalf of the **United Workers Union** by:

_____	_____
<i>Signature of the authorised officer</i>	<i>Date</i>
_____	_____
<i>Name of the authorised officer(print)</i>	<i>Address</i>

<i>Position title</i>	

<i>In the presence of</i>	

SCHEDULES

SCHEDULE A: BASE SALARY TABLES

The following rates tables set out the Base Salaries for each classification of work covered by the Agreement from Commencement Date and as adjusted in accordance with clause 1.10.

<insert tables>

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SCHEDULE B: SALARY RATES TABLE PRECEDING THIS AGREEMENT

During the operation of the *University of Melbourne Enterprise Agreement 2018 (2018 Agreement)* the University on its own motion elected to increase the salaries of employees covered by the 2018 Agreement by 2.5% from 1 May 2022 and by 4% from 1 May 2023 (**Administrative Increases**).

The Parties agree that the following rates tables set out the salaries from the effective date of the respective Administrative Increases by classification applicable to employees employed during the operation and application of the 2018 Agreement. For the avoidance of doubt, the Base Salaries at Commencement of the Agreement are based on the salaries following the Administrative Increase as at 1 May 2023.

<insert table>

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