

DEAKIN UNIVERSITY ENTERPRISE AGREEMENT 2023

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Deakin University
(AG2023/3365)

DEAKIN UNIVERSITY ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 11 OCTOBER 2023

Application for approval of the Deakin University Enterprise Agreement 2023

Approval

[1] An application has been made for approval of an enterprise agreement known as the *Deakin University Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Deakin University. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The National Tertiary Education Industry Union (NTEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation. The NTEU support approval of the Agreement and are of the view that the Agreement passes the better off overall test.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 October 2023. The nominal expiry date of the Agreement is 30 June 2026.

Variation

[8] A Form F1 was simultaneously lodged with the Agreement, which sought to vary provisions of the Agreement pursuant to section 218A of the Act (the Form).

[9] The Form highlighted errors within the Agreement that had been identified by the Applicant as follows:

1. Clause 54.1(h) under the column *Entitlement*, be amended to read: “*A staff member is entitled to 10 days of leave on Full Pay in a 12-month period. Leave does not accumulate from year to year and cannot be paid be out on termination of employment. The staff member is entitled to paid special leave at the Vice-Chancellor’s discretion and may also exercise existing leave entitlements*”;
2. Clause 57.7(a) be amended so that ‘*clause 57.6*’ is replaced with ‘*clause 57.5*’; and
3. Schedule C, clause 2.2 be amended to replace the reference to ‘*Appointment of Teaching Scholars*’ (which do not exist under the proposed agreement), with the applicable clause 18 ‘*Appointment of Education-focused Academic staff*’.

[10] I am satisfied that s.218A applies to the variations at paragraphs 9.1-9.3 of this Decision.

[11] Section 218A, which came into effect on 7 December 2022 as part of the reforms contained within the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022*, provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity:

“(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

(2) The FWC may vary an enterprise agreement under subsection (1);

(a) on its own initiative; or

(b) on application by any of the following:

(i) one or more of the employers covered by the agreement;

(ii) an employee covered by the agreement;

(iii) an employee organisation covered by the agreement.

(3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[12] As has been noted in recent decisions of the Commission,¹ s.218A of the Act is akin to the slip rule found in s.602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[13] Before an amendment under s.218A can be made, there first must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form). Upon the finding of such an error, defect or irregularity, the Commission may, not must, vary the enterprise agreement. The power to vary should only be exercised to the extent necessary to remove the error, defect or irregularity.

[14] The Applicant submits that the amendments seek to address typographical and cross-referencing errors and that the amendments serve only to uplift or clarify entitlements for staff and to avoid unnecessary confusion. The Applicant further submits that the current clause 54.1(h) does not reflect what was agreed to during bargaining or what is required by the National Employment Standards (NES). The Applicant submits that employees were advised of the amended clause as an entitlement in the Applicant’s explanatory material provided to employees.

[15] I am satisfied that the typographical and cross-referencing errors in the Agreement outlined at paragraphs 9.1-9.3 of this Decision are obvious errors. I am satisfied the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s.218A of the Act. In the present case, the errors are readily identified, as are the corrections needed to make the Agreement accurately reflect what was clearly intended. There are no reasons not to exercise my discretion and good reasons to do so. The errors identified at paragraphs 9.1-9.3, will be amended as per the order.

Order

[16] I order, pursuant to s.218A of the Act, that the Agreement be varied as follows:

1. Clause 54.1(h) under the column *Entitlement*, be amended to read: “*A staff member is entitled to 10 days of leave on Full Pay in a 12-month period. Leave does not accumulate from year to year and cannot be paid be out on termination of employment. The staff member is entitled to paid special leave at the Vice-Chancellor’s discretion and may also exercise existing leave entitlements*”;
2. Clause 57.7(a) be amended to replace ‘*clause 57.6*’ with ‘*clause 57.5*’; and
3. Schedule C, clause 2.2 be amended to replace ‘*Appointment of Teaching Scholars*’ with ‘*Appointment of Education-focused Academic staff*’.

¹ See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

[17] The variations pursuant to s.218A above will operate from 18 October 2023.



DEPUTY PRESIDENT

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On 11 October 2023, the Fair Work Commission approved the Deakin University Enterprise Agreement 2023 (AG2023/3365). This Enterprise Agreement operates from 18 October 2023. The nominal expiry of the Agreement is 30 June 2026.

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

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PART 1. Who does this Agreement apply to and how long does it run for?

1. Application

This **Agreement** applies to the **University** and all staff members employed by the **University** except for the Vice-Chancellor and the **Executive**.

2. Duration of the Agreement

This **Agreement** will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this **Agreement** is 30 June 2026.

3. Operation of the Agreement

- 3.1. While this **Agreement** is in operation, no other award or enterprise agreement provisions apply to staff covered by this **Agreement**, unless specifically stated in this **Agreement**.
- 3.2. For the avoidance of doubt, any process commenced under the **2017 Agreement** will continue upon the commencement of this **Agreement**.
- 3.3. This **Agreement** does not exclude the National Employment Standards. The National Employment Standards will continue to apply to the extent that any term of the **Agreement** is detrimental in any respect when compared with the National Employment Standards.

4. Principles of the Agreement

- 4.1. This **Agreement** outlines initiatives that will ensure the ongoing growth and viability of the **University** as well as build a positive workplace culture that provides for flexibility and responsiveness and also provides for recognition of performance at the organisational and individual level.
- 4.2. This will require productivity gains and improvements in efficiency, effectiveness, quality and flexibility while providing a meaningful and attractive work environment for staff members which recognises and rewards contribution in the workplace and provides work life balance.
- 4.3. The **University** will provide the **NTEU** with staffing data on request in order to assist with cooperative monitoring and implementation of this commitment.
- 4.4. The **University** and the **NTEU** will adhere to the freedom of association protections in the *Fair Work Act 2009* (Cth). Nothing in this **Agreement** will be construed as either encouraging or discouraging staff members to become or not to become members of a union or unions.
- 4.5. In accordance with relevant anti-discrimination legislation, the **University** will not discriminate on the basis of race, colour, sex, gender identity, intersex status, sexual preference, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin and will continue to work to help prevent and eliminate any such discrimination.

5. Academic Freedom and Freedom of Speech

- 5.1. The **Parties** to this **Agreement** are committed to act in a manner consistent with the protection and promotion of academic freedom and freedom of speech within the **University**.
- 5.2. Academic Freedom enables a staff member to make public comments on a topic within their area of expertise and also to make other comments as long as the staff member does so in their private capacity and does not claim to represent the **University** when making these comments. This will include the expression of unpopular or controversial views, provided that they do not harass, vilify, defame or intimidate. Further details are set out in the **University's** Code for

Upholding Freedom of Speech and Academic Freedom as amended although the Code is not incorporated into this **Agreement** and does not affect any rights provided by this clause.

- 5.3. Staff members have the right to exercise academic freedom. An exercise of academic freedom is not misconduct or serious misconduct under the provisions of this **Agreement** or any relevant **University** policy or procedure.
- 5.4. The **University** undertakes to consult staff members and the **NTEU** on any proposed changes to the **University's** Code for Upholding Freedom of Speech and Academic Freedom.

6. Intellectual Property

The **University** will establish and maintain an intellectual property policy which recognises the intellectual property and moral rights provided by common law and legislation, which recognises the copyright provisions consistent with current **University** legislation and provides for an equitable sharing of proceeds (after costs) from the commercialisation of intellectual property between the creators of the intellectual property and the **University**.

PART 2. How can I be employed at Deakin?

7. Contract of Employment

- 7.1. The **University** will employ staff in the types of employment set out in clauses 10 to 20 and in accordance with the terms of this **Agreement**.
- 7.2. In addition to being employed in their substantive position, a staff member may also be employed as a sessional academic or casual professional staff member to perform work unrelated to, or identifiably separate from, the duties of the substantive position.

8. Terms of Employment

- 8.1. New staff members will be provided with a contract of employment upon commencement which will include information about the key applicable employment terms including the type of employment, **Salary**, classification, hours (or expected hours), period and category of **Fixed-Term Employment**, probation, duties and reporting.
- 8.2. Academic and professional staff members (other than a sessional academic or casual professional staff member) may be required to serve a period of probation. Additional provisions about probation for professional staff and academic staff are set out in clause 21 and 22 of this **Agreement** respectively.

9. Recognition of Prior Service

Long Service Leave

- 9.1. For staff members employed after the **2013 Agreement** came into operation, prior service with the following organisations will be recognised when calculating long service leave entitlements:
 - (a) Australian universities and the Australian Maritime College, only if the break in service between one of these organisations and the **University** is less than five years;
 - (b) Australian Technical and Further Education organisations and any state or federal departments of education, only if the break in service between one of these organisations and the **University** is less than five years;
 - (c) public hospitals, but only for academic staff employed by the **University** in the School of Nursing and Midwifery or the School of Medicine, provided the staff member's previous employment was directly related to the requirements of their appointment, and any break in service between the public hospital and the **University** is less than five years; and
 - (d) related body corporates or corporations which have substantially the same directors or management.
- 9.2. When determining a staff member's entitlement to long service leave, any period of service for which payment in lieu of long service has been made by a recognised previous employer, or for which a staff member has an entitlement to payment in lieu by the previous employer will not count as **Service**, provided that any such period of service will be included for the purpose of satisfying the service requirement in clause 53.1.
- 9.3. Any claim for recognition of prior service with one of the organisations in clause 9.1 must be made within twelve months of the commencement of the staff member's employment. The amount of service recognised will not exceed seven years and no accrued entitlements of leave will be accepted from any prior employer.
- 9.4. Breaks of service of up to 6 months between periods of **Fixed-Term Employment** will not break continuity of service for a staff member who has been employed by the **University** for previous periods of **Fixed-Term Employment**, but the period of the break in service will not count as **Service**.
- 9.5. Where prior service is recognised under clause 9.1, the **University** may require the staff member to complete a period of service of no more than 3 years before the staff member can take long service leave.
- 9.6. The provisions of applicable long service leave legislation will apply to the extent that any term of this clause is detrimental in any respect when compared with the applicable long service leave legislation.

Sick Leave

- 9.7. Accrued entitlement to sick leave is transferable between Australian Higher Education Institutions and is transferable from other employers approved for the purpose of determining long service leave entitlements under clause 9.1, only if the break in service between the end of employment with the approved employer and start of employment at the **University** does not exceed 12 months.

10. Full-time Employment

A staff member may be employed on a full-time basis. Full-time employment means employment other than part-time or sessional or casual employment.

11. Part-time Employment

A staff member may be employed on a part-time basis. Part-time employment means employment for less than the normal weekly **Ordinary Hours of Work** of a full-time staff member. Entitlements under this **Agreement** for a part-time staff member will be calculated on a pro-rata basis by reference to the staff member's **Ordinary Hours of Work**.

12. Part-year Employment

A part-year professional staff member is employed on a continuing or fixed-term basis to work one or more periods in a year (which may be a calendar year). Staff may be appointed on a part-year basis to positions advertised as part-year or following conversion from a casual professional position. The effect of this clause is not to replace continuing full-time positions with part-year positions. See Schedule F for casual professional conversion and for the further entitlements for part-year employment.

13. Annualised Hours Employment

A professional staff member may be employed on an annualised hours basis. An annualised hours professional staff member is a staff member employed on a continuing basis or for a period of **Fixed-Term Employment** for a specific number of **Ordinary Hours of Work** in any one year (which may be a calendar year). Staff may be appointed on an annualised hours basis to positions advertised as annualised hours, and otherwise following conversion from a casual professional position. The effect of this clause is not to replace continuing full-time positions with annualised hours positions. See Schedule F for casual professional conversion and for the further entitlements for annualised hours employment.

14. Casual Employment – Professional Staff

- 14.1. A casual professional staff member means a person who is employed by the hour and paid on an hourly basis and otherwise has the same meaning as is contained in the *Fair Work Act 2009* (Cth). Hours of work will be rounded-up to the nearest 15 minutes.
- 14.2. A casual professional staff member will be paid a casual loading of 25% in addition to the base ordinary hourly rate for the work performed. The casual loading is paid to the staff member in lieu of benefits provided to staff members who are not casuals, including all leave benefits, penalties and loadings. The following provisions of this **Agreement** do not apply to casual professional staff:
- (a) other leave (except **Family and Domestic Violence** leave, unpaid compassionate leave and trade union training leave) - clause 54;
 - (b) personal (sick/carer's) leave (except unpaid carer's leave) - clause 51;
 - (c) recreation leave - clause 49;
 - (d) **University Holidays** - clause 57;
 - (e) parental leave (except for casual professional staff members who qualify)- clause 52;
 - (f) redundancy - clause 69;
 - (g) termination of employment - clause 64;
 - (h) managing ill-health - clause 70;

- (i) termination of employment on grounds of ill-health - clause 71;
- (j) disciplinary action for unsatisfactory performance - clause 65;
- (k) procedures to deal with allegations of misconduct and serious misconduct - clause 66;
- (l) review of decision - termination of employment or demotion - clause 67; and
- (m) job evaluation procedures - clause 31.

14.3 Casual professional staff will be engaged for the following minimum periods, unless otherwise agreed to meet their personal circumstances:

Current University students enrolled at Deakin	1 hour
Staff with a primary occupation at the University or elsewhere outside the University	1 hour
All others	3 hours

- 14.4 If the casual professional staff member is required to work on more than one occasion on the same day, the minimum period of engagement under clause 14.3 will apply to the total number of hours worked by the staff member on that day.
- 14.5 A casual professional staff member who works in excess of seven hours and 21 minutes on any one day will be entitled to overtime payments for the excess time worked, calculated as the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time staff member or the casual loading, but not both.
- 14.6 The procedures for the conversion of a casual professional staff member to non-casual employment are outlined in Schedule F to this **Agreement**.
- 14.7 The **University** will from time to time establish generic casual professional staff position descriptions for common sets of casual duties, which will be evaluated in accordance with the Higher Education Worker Descriptors (Schedule B) of this **Agreement**, to provide guidance as to the classification of casual professional staff positions. The generic position descriptions may be updated or varied from time to time. For the avoidance of doubt, the generic casual professional staff position descriptions are a guide and do not apply to an individual staff member's position. The **University** will determine the classification of a casual professional staff position.
- 14.8 Casual professional staff members undertaking work supporting students that occurs during **Teaching Periods** will be provided continuity of access to the **University** and computer facilities between **Teaching Periods** where appropriate.

15. Casual Employment – Sessional Academic Staff

- 15.1. An academic staff member may be employed on a casual basis by the hour and paid on an hourly basis. In this clause, sessional employment has the same meaning as the definition of casual employment as contained in the *Fair Work Act 2009* (Cth). Sessional academic rates of pay are set out in Schedule G to this **Agreement**.

The rates in Schedule G include a casual loading of 25% which is paid in lieu of certain leave entitlements, penalties and loadings. The following parts of the **Agreement** do not apply to the sessional academic staff member:

- (a) other leave (except **Family and Domestic Violence** leave, unpaid compassionate leave and trade union training leave) - clause 54;
- (b) personal (sick/carer's) leave (except unpaid carer's leave) - clause 51;
- (c) recreation leave - clause 49;
- (d) **University Holidays** - clause 57;
- (e) parental leave (except for sessional academic staff members who qualify) - clause 52;
- (f) redundancy - clause 69;
- (g) termination of employment - clause 64;
- (h) managing ill health - clause 70;
- (i) termination on grounds of ill-health - clause 71;
- (j) disciplinary action for unsatisfactory performance - clause 65;

- (k) procedures to deal with allegations of misconduct and serious misconduct - clause 66;
- (l) review of decision - termination of employment or demotion - clause 67; and
- (m) job evaluation procedures - clause 31.

15.2. The parties to this **Agreement** recognise the importance of providing opportunities for continuing and **fixed-term employment** wherever possible to improve the level of job security within the **University**. In doing so, it is acknowledged that sessional academic staff play an essential role within the **University**, including but not limited to providing academic, industry and clinical expertise.

15.3. Over the nominal term of this **Agreement**, the **University** will take active measures to reduce its use of sessional academic employment as a proportion of the **University's** academic workforce. The sessional academic workforce will be measured using the actual sessional FTE staff data the **University** supplies annually to the Commonwealth Government, with the March 2023 data being taken as the first reference point. This data will be provided to the **NTEU** by May each year with a report that details:

- (a) how many sessional academic staff have been converted to continuing positions via the measures in clause 15.5;
- (b) the change in sessional FTE compared to the previous year; and
- (c) the change in sessional FTE as a proportion of total academic FTE compared to the previous year.

15.4. To create secure employment options for sessional academics, the **University** will provide opportunities for current sessional academic staff to be appointed to continuing positions, including:

- (a) Education-focused Academic positions in accordance with clause 18; and
- (b) Academic positions, in accordance with clause 15.5.

The positions may be full-time or part-time and will be a minimum of 0.5 FTE unless a lower fraction is mutually agreed in order to meet a staff member's individual needs. For the purposes of these opportunities, "current sessional academic" means a person who is currently engaged as a sessional academic or who has been engaged by the **University** as a sessional academic within two years prior to the time of advertising.

15.5. The **University** will advertise 30 FTE continuing academic positions to current sessional staff, during the life of this **Agreement**. In doing so, the **University** will aim to convert 10 FTE sessional academic staff members each year from the commencement of the **Agreement** to meet this target as follows:

- (a) the **University** will advertise a suitable position internally and communicate the opportunity to current sessional academic staff members at the **University** in the first instance;
- (b) the **University** will give genuine consideration to applications received; and
- (c) if the position is not filled through a merit-based internal recruitment process, the **University** may advertise and appoint a new staff member through an external merit-based recruitment process.

15.6. All sessional academic staff members undertaking sessional work in a **Teaching Period** will have access to the **University** library and computer facilities for 200 days after their last engagement with the **University**.

15.7. A sessional academic staff member will not be required to be solely responsible for the development of a unit or course of study. However, the staff member may be responsible for the coordination of a unit or course of study for short periods of time to cover an unexpected vacancy.

16. Fixed-Term Employment

16.1. A staff member may be employed on a fixed-term basis. This clause applies to fixed-term contracts entered into after the commencement date of this **Agreement**. This clause does not affect the validity of fixed-term contracts entered into prior to the date of this **Agreement** and the terms of clause 16 as set out in the **2017 Agreement** continue to apply to those contracts.

Conditions for Fixed-Term Contracts of Employment

- 16.2. A fixed-term staff member, other than an apprentice or trainee, will be entitled to all the benefits of a continuing staff member in the same classification of employment, except as otherwise provided for in this **Agreement**, including access to incremental progression based upon continuous service.
- 16.3. For the purpose of calculating a fixed-term staff member's period of continuous service:
- (a) a break of up to six weeks in a year or up to two breaks per year between periods of **Fixed-Term Employment** will not constitute breaks in the staff member's continuous service, but the period of the break will not count as **Service**;
 - (b) a break between periods of **Fixed-Term Employment** between trimester 2 and trimester 1 will not constitute a break in the staff member's continuous service, but will not count as **Service**; and
 - (c) periods of approved unpaid leave during the period of the **Fixed-Term Employment** will not constitute breaks in service for the purposes of this clause, but will not count as **Service** unless otherwise provided for in this **Agreement**.

Use of Fixed-Term Employment

- 16.4. The use of **Fixed-Term Employment** will be limited to the employment of a staff member under one of the following categories:

(a) **Specific Task or Project**

The **University** may offer **Fixed-Term Employment** to undertake a specific task or project. A specific task or project is:

- i. a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe; and/or
- ii. a period of employment provided for from **Contingent Funding**, where the **Contingent Funding** is at least 50% of the funding for the position.

(b) **Research**

The **University** may offer **Fixed-Term Employment** to undertake research only functions for a contract period not exceeding 5 years.

(c) **Replacement staff member**

The **University** may offer **Fixed-Term Employment** to a "replacement staff member". "Replacement staff member" means employment of a staff member:

- i. to undertake the work activity of a full-time or part-time staff member for a definable period for which the replaced staff member is either absent on leave or temporary secondment or transfer, or is temporarily performing duties other than those of their substantive position, including for example, alternate duties as part of a return to work plan; or
- ii. to perform the duties of a vacant position where recruitment action is pending; or
- iii. to perform the duties of a position where the substantive occupant of that position is performing higher duties.

This category will also include the employment of a staff member to cover the difference in hours where a staff member (the substantive staff member) who has returned from a period of parental leave or other authorised leave is employed on a part-time basis for a defined period. Such periods of **Fixed-Term Employment** may be contingent upon the graduated return to work of the substantive staff member on leave or returning from leave.

The period of **Fixed-Term Employment** may be extended if the period of absence of the substantive staff member is extended.

(d) **Measures to provide security of employment**

The effect of this clause will not be to replace continuing positions with fixed-term positions.

Fixed-term contracts may be offered at the discretion of the **University** to provide security of employment where the work has been typically performed by sessional academic or casual professional staff and would otherwise be performed by sessional academic or casual professional staff. Such contracts may be offered for a period of no more than five years and no less than 12 months (unless otherwise provided for in this **Agreement**) and are non-renewable.

Should the same or substantially the same position occupied by the staff member continue beyond the maximum contract period (five years) the staff member will, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period.

(e) **Recent Professional Practice Required**

The **University** may offer **Fixed-Term Employment** where a curriculum in professional, commercial, clinical or vocational education will be undertaken by a person who has recent practical or commercial experience. For the purpose of this paragraph, practical or commercial experience will generally be considered as “recent” only when it has occurred in the previous five year period prior to the appointment. Such staff will usually be employed on a part-time basis and hours may be annualised over the year. Staff employed under this clause are not expected to do research and will usually undertake only teaching and teaching-related duties.

(f) **Pre-retirement Contract**

The **University** may offer a fixed-term pre-retirement contract to a staff member who has declared their intention to retire. The period of employment for a pre-retirement contract will not exceed five years and will conclude no later than the date of the intended retirement.

(g) **Post-retirement Contract**

The **University** may offer post-retirement **Fixed-Term Employment** to a person who has formally retired from the workforce.

(h) **Student Employment**

The **University** may offer **Fixed-Term Employment** to a person who is enrolled in the **University** as a student. **Fixed-Term Employment** may be offered for a work activity that is generally related to a degree/course the student is undertaking and/or directly supports their graduate learning outcomes as published by the **University**. The **Fixed-Term Employment** will be for a period that does not extend beyond, or that expires at the end of, the **Academic Year** in which the person ceases to be a student, including any period that the person is not enrolled as a student, but is awaiting their results.

An offer of **Fixed-Term Employment** under this clause 16.4(h) should not be made on the condition that the person offered the employment undertakes a course of study.

(i) **New Organisational Area**

The **University** may offer **Fixed-Term Employment** of up to three years in a newly established organisational work area or teaching program, where the prospective need or demand for which is uncertain or unascertainable at the time, and is non-renewable. If at the end of the allowable period of **Fixed-Term Employment** under this category, the requirement for the position which has been performed continues, the **University** shall employ the staff member on a continuing basis without the need for the position to be advertised, but only where an ongoing vacancy exists, the staff member meets the requirements of the position, the staff member was selected after the previous fixed-term position was openly advertised and the staff member has performed satisfactorily in that position.

(j) Disestablished Organisational Area

“Disestablished Organisational Area” means an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Where a final decision has been made to disestablish part or all of a Disestablished Organisational Area, the **University** may offer **Fixed-Term Employment** of a length equivalent to the length of the phase-out of the unit.

Should the work continue at the end of the proposed phase-out time, the incumbent will be offered further employment and:

- i. the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason the staff member’s position or substantially the same position continue beyond the fixed-term period, the staff member will be offered that work on a continuing basis; and/or
- ii. should a position not be available under clause 16.4(j)(i), upon request by the staff member, the **University** will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the **University**.

(k) Apprenticeship or Traineeship

The **University** may offer **Fixed-Term Employment** to an apprentice or trainee employed under an apprenticeship or traineeship approved by a training authority, or a person employed under a special Commonwealth or State Government employment or training scheme. Specific conditions for trainees are covered in Schedule E of this **Agreement**.

(l) Early Career Development Fellowships

An Early Career Development Fellowship (ECDF) is a fixed-term academic appointment, classified, subject to the qualifications and experience of a successful candidate, at Level A or B.

ECDFs will:

- i. be for a minimum time fraction of 0.5;
- ii. be for a minimum duration of two years and no more than five years;
- iii. have a maximum probationary period of 12 months: and
- iv. unless they are exempt, require persons appointed to an ECDF to undertake the Graduate Certificate in Higher Education (or successor qualification).

The **University** will make appointments to ECDFs on the basis of an open, competitive and merit based selection process. Like other academic appointments, staff employed on ECDFs will have workload allocated in accordance with clause 48.

Appointment to an ECDF will be restricted to persons who have:

- v. been awarded a PhD and have performed casual teaching work for the **University** in at least two entire **Teaching Periods** during the past three years; or
- vi. been an active candidate for a PhD for at least two years and have performed sessional teaching work for the **University** in at least two entire **Teaching Periods** during the past three years.

An appointment in accordance with this clause does not provide entitlement to the following:

- vii. a continuing appointment;
- viii. conversion to a continuing appointment;
- ix. any further fixed-term appointment; or
- x. any severance payment at the expiry of the ECDF fixed-term appointment.

16.5. During the period of **Fixed-Term Employment**, the staff member’s employment may not be terminated by the **University** other than:

- (a) during the staff member’s period of probation (clauses 21 and 22);

- (b) for performance or conduct issues in accordance with the provisions of this **Agreement** (clauses 65 and 66);
- (c) for a staff member employed under the Specific Task or Project category where the current fixed-term appointment commenced after the commencement date of this **Agreement**, and in respect of whose employment **Contingent Funding** has unexpectedly ceased prior to its term; or
- (d) in the case of contracts of 12 months' duration or more, for reasons of redundancy during the fixed-term, in which case the staff member will be paid the balance of the contract, or a redundancy payment calculated under clause 69, whichever is the lesser.

16.6. No later than 4 weeks before the end of the staff member's period of **Fixed-Term Employment**, the **University** will provide to the fixed-term staff member a written notice that, at the expiry of the contract, the **University** intends to:

- (a) continue the position on a further fixed-term contract basis;
- (b) continue the position on a continuing basis; or
- (c) discontinue the position.

16.7. Where the **University** has made a determination in accordance with clause 16.6(a) or 16.6(b) the staff member will be offered further employment in a fixed-term or continuing position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position.

16.8. Where, because of circumstances external to the **University** and beyond its control, which relate to the provision of **Contingent Funding** to support employment, the **University** is not reasonably able to give the notice required by clause 16.6, the **University** may:

- (a) advise the staff member in writing about the circumstances at the latest time at which the notice would otherwise be required to be given; and
- (b) give notice to the staff member at the earliest practicable date after that.

16.9. Where the **University** gives notice in accordance with clause 16.6(a), and the fixed-term staff member meets the circumstances described in clause 16.7, the staff member may apply for conversion to continuing employment on the same **Salary** and classification level.

16.10. The **University** may refuse conversion on reasonable grounds, which may include but are not limited to, the following:

- (a) the staff member is a **University** student;
- (b) the staff member is a genuine retiree;
- (c) the staff member elected to change from continuing employment to a pre-retirement contract;
- (d) the work performed by the staff member is predominantly related to discontinued programs;
- (e) the period of **Fixed-Term Employment** is for a specific task or project, or is a position funded by **Contingent Funding**;
or
- (f) the period of **Fixed-Term Employment** is for the purpose of filling a temporary vacancy or to meet a need in vocational, clinical, commercial or professional education for recent practical or commercial experience.

Severance Pay

16.11. A staff member is entitled to severance pay on the expiry of the staff member's period of **Fixed-Term Employment** in accordance with the following table where:

- (a) the staff member is employed on a specific task or project (clause 16.4(a)) and/or research (clause 16.4(b)) category; and
- (b) has been employed for two or more consecutive periods of **Fixed-Term Employment**; and
- (c) where the **University** has decided (under clause 16.6) not to offer the staff member either employment for a further period of **Fixed-Term Employment** or employment on a continuing basis.

This clause does not apply to staff members employed in the following categories of **Fixed-Term Employment** or staff who are offered employment with:

- i. Replacement Staff Member;
- ii. Recent Professional Practice Required;

- iii. Pre-retirement Contract;
- iv. Post-retirement Contract;
- v. Student Employment;
- vi. New Organisational Area;
- vii. Disestablished Organisational Area; or
- viii. Apprenticeship or Trainee.

Length of Continuous Service	Severance Pay
1 year or more and up to 2 years	4 weeks' pay
2 years or more but less than 3 years	6 weeks' pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more	8 weeks' pay

16.12. The **University** will ensure that the severance paid to a staff member under clause 16.11 will be no less than the amount of severance that the staff member would be entitled to receive if the relevant Award provision and Award rate of pay were applied.

16.13. Severance payments under clause 16.11 do not apply if:

- (a) the staff member is offered employment with another organisation on the same or substantially similar terms, recognising continuity of service; or
- (b) the **University** advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of **Fixed-Term Employment**, then the **University** may defer payment of a severance payment under clause 16.11 for a maximum period of six weeks from the expiry of the period of **Fixed-Term Employment**.

17. Research Continuing Employment (Contingent Funded)

Eligibility

17.1. A staff member engaged in contingent funded research may apply for, or be offered, a Research Continuing Employment (Contingent-Funded) contract (RCECF) where the staff member:

- (a) is 0.5 FTE or more; and
- (b) is an academic staff member who has been employed by the **University** for a period of three years or more, or a professional staff member who has been employed for a period of five years or more, and who is to be appointed to their second or subsequent consecutive contract; and
- (c) was employed through a competitive and open selection process; and
- (d) is "research active" as defined by their Budget Division or employed on a research project.

The **University** may, in its absolute discretion, offer a RCECF notwithstanding not all of the above criteria are satisfied.

17.2. Applications must be made in writing to the Chief People and Culture Officer, who will advise the staff member in writing of the outcome within 20 working days of receiving the application. The **University** may refuse an application on reasonable grounds. Reasonable grounds include:

- (a) the criteria in clause 17.1 are not satisfied;
- (b) the staff member's performance has not been assessed as being at least "successful";
- (c) the staff member is performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the **University**;
- (d) where it is unlikely that there will be sufficient revenue or funding available to provide continuing support for the staff member's employment beyond a further three year period;

- (e) the staff member is a professional staff member and they do not have sufficiently transferable skills that would reasonably enable the **University** to redeploy the staff member to another position within the **University** upon expiration of the existing research grant; or
- (f) the staff member is a student, and their status as a student was the primary reason for their appointment.

Conditions

- 17.3. Subject to this clause, staff on RCECFs will receive the same entitlements as other continuing staff members, including superannuation.
- 17.4. The following provisions do not apply to staff members on RCECFs:
- (a) where funding for the continuation of a RCECF position ceases, the consultation provisions of clause 58 (Consultation on Major Workplace Change) in respect of the position that the staff member occupies;
 - (b) clause 69 (Redundancy); and
 - (c) provisions applicable to staff members employed on **Fixed-Term Employment** as specified elsewhere in this **Agreement**.

Measures to Avoid Termination

- 17.5. Where the funding that supports a staff member's RCECF ceases:
- (a) the **University** may transfer the staff member to another equivalent position;
 - (b) at the discretion of the relevant **Head of Organisational Unit**, a RCECF staff member may be employed using other available funding, where:
 - i. the use of such funding is for a limited period;
 - ii. the Budget Division has a reasonable expectation that alternative research funding or a continuing appointment will become available;
 - (c) if, during the notice period specified in clause 17.7, the funding for the position is renewed, the notice period ceases to apply and employment continues;
 - (d) if an application for renewal of the funding for the position is still pending, then by mutual agreement:
 - i. the period of employment may continue for any period of:
 - a. paid recreation leave and/or long service leave; and thereafter
 - b. unpaid leave, provided that unpaid leave will not be available under this clause to bring the aggregate period of leave above 12 weeks; or
 - ii. if the employment has ceased, payment of severance pay and/or payment in lieu of notice may be delayed for up to 12 weeks to facilitate continuation of service and if the funding for the position is renewed, the staff member's employment will recommence, there will be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to recommencement of employment will not break continuity of service, but will not count as **Service**.

Termination of RCECF

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

If a staff member's employment is terminated under 17.6(b) or 17.6(c), and alternatives to termination under clause 17.5 above have been unsuccessful, the staff member will be provided notice and severance payments under clauses 17.7 and 17.8.

Notice Periods and Severance

- 17.7. Where a staff member's employment is terminated in accordance with clause 17.6(b) or 17.6(c), the staff member will be provided with a minimum of four weeks' notice of termination, or five weeks if the staff member is over 45 years of age, which the **University** may pay out in lieu of notice.
- 17.8. Severance pay for staff members on RCECFs will be in accordance with the following, subject to any greater applicable legislative entitlement:

Length of Continuous Service	Severance Pay
1 year or more and up to 2 years	4 weeks' pay
2 years or more but less than 3 years	6 weeks' pay
3 years or more 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
10 years and over	12 weeks' pay

- 17.9. Severance pay will not apply where the staff member has:
- resigned or declined an offer for further employment;
 - has obtained further employment within the **University** without the loss of accrued entitlements; or
 - the **University** has assisted the staff member in securing the same or similar employment with another employer, with a transfer of all entitlements.

18. Appointment of Education-focused Academic staff

- 18.1. A staff member may be employed on a continuing basis as an Education-focused Academic, subject to the terms of this clause.
- 18.2. Education-focused Academics will ordinarily undertake teaching and teaching related work that would otherwise have been performed in the **University** by sessional academic staff and will also perform education-focused leadership, such as full unit co-ordination, industry engagement, course enhancement and leadership, and other duties commensurate with their academic level.
- 18.3. The **University** may appoint Education-focused Academic positions at Level A to E in the following ways:
- through the merit-based conversion process outlined in clause 18.4 below;
 - by mutual agreement between a relevant Head of School and an existing academic staff member; or
 - external appointments at the discretion of the **University**.
- 18.4. The **University** will appoint a minimum of 60 FTE Education-focused Academic staff during the life of this **Agreement** in accordance with clause 18.3(a), aiming to recruit 20 FTE each year from the commencement of the **Agreement** to meet this target as follows:
- the **University** will advertise a suitable position internally and communicate the opportunity to current sessional academic staff members at the **University** in the first instance;
 - the **University** will give genuine consideration to applications received; and

- (c) if the position is not filled through a merit-based internal recruitment process, the **University** may advertise and appoint a new staff member through an external merit-based recruitment process.

The positions may be full-time or part-time and will be a minimum of 0.5 FTE unless a lower fraction is mutually agreed in order to meet a staff member's individual needs. For the purposes of these opportunities, "current sessional academic" means a person who is currently engaged as a sessional academic or who has been engaged by the **University** as a sessional academic within two years prior to the time of advertising.

- 18.5. Education-focused Academics may be allocated up to 100% of their workload in the combined categories of teaching, teaching-related service and scholarship, in accordance with clause 48. This will include a maximum 75% teaching allocation of a minimum of 10% research or scholarship duties to ensure they maintain discipline knowledge.
- 18.6. For the avoidance of doubt, clauses 48.11 and 48.12 will not apply for an Education-focused Academic.
- 18.7. Education-focused Academics will be appointed to the appropriate commencing academic classification and will have access to apply for academic promotion in accordance with the **University** promotion process following successful completion of a probationary period, where they may elect to be considered on the basis of an Education-focused Academic pathway, or in the balanced (teaching and research) pathway.
- 18.8. An Education-focused Academic may transition to a balanced teaching and research position by mutual agreement between the relevant Head of School and the staff member following the successful completion of a probationary period. For the avoidance of doubt, staff do not require promotion for such a transition – they may transition to an equivalent position at the same classification level. Following transition, clause 18 will no longer apply to the staff member.
- 18.9. An Education-focused Academic may apply for an opportunity to develop a research profile, in accordance with clause 48.13, which will be considered subject to the merit of the application and operational requirements.
- 18.10. During the life of this **Agreement**, Education-focused Academic appointments will not be used within a discipline where the appointment would have a detrimental impact on the research outcomes of the broader discipline.

19. Senior Staff Performance Contracts

- 19.1. The following staff members may be offered employment on a senior staff performance contract:
- an academic staff member paid (or is to be paid) 20% or more above the **Salary** applicable to Level E;
 - a professional staff member paid (or is to be paid) more than 5% above the **Salary** applicable to HEW level 10.
- 19.2. Any staff member on a senior staff performance contract will not receive the **Salary** increases in clause 27. Any **Salary** increase will be based on the staff member's performance, which will be assessed in accordance with the Performance Planning and Review process in clause 61.
- 19.3. The following clauses of this **Agreement** do not apply to staff on senior staff performance contracts; 16 (Fixed-Term Employment), 28 (Incremental Progression), 29 (Superannuation), 33 (Overtime Meal Allowance – Professional Staff), 35 (Vehicle Allowance), 36 (First Aid Allowance), 37 (Travelling Allowance), 38 (Reimbursement of Fares), 40 (Workplace Flexibility), 41 (Workloads – Professional Staff), 42 (Flexible Work Hours – Professional Staff), 43 (Hours of Work – Professional Staff), 44 (Overtime – Professional Staff), 45 (Shift Work – Professional Staff), 47 (Travel Between Campuses), 48 (Academic Work Allocation), 60 (Staff Grievances Procedures), 64 (Termination of Employment), 65 (Disciplinary Action for Unsatisfactory Performance), 66 (Misconduct and Serious Misconduct), 67 (Review of Decision - Termination of Employment or Demotion), 68 (Breaches of the Research Code), 69 (Redundancy), 70 (Managing Ill-Health) and 71 (Termination on Grounds of Ill-Health).
- 19.4. Staff on senior staff performance contracts will be given the option of joining or remaining a member of UniSuper for their superannuation contributions.
- 19.5. Staff on senior staff performance contracts will be afforded entitlements as required by the National Employment Standards or other applicable legislation.

20. Appointment to Heads of Schools, Departments and Institutes

- 20.1. Subject to the *Deakin University Act 2009 (Vic)* and its regulations as are in force from time to time, Heads of Schools, Departments and **Institutes** may be appointed to their roles for a fixed-term or on a continuing basis. Such appointments:
- (a) will operate concurrently with any substantive underlying appointment;
 - (b) where the staff member has an underlying substantive appointment, the appointment to Head of School, Department or **Institute** may be terminated by the **University** or the staff member on three months' written notice (or, in the case of the **University**, by payment in lieu of notice) after discussion between the staff member and their Faculty Executive Dean and, if required, the Vice-Chancellor.
- 20.2. The termination of an appointment under clause 20.1(b) is not a termination of employment, or a demotion or disciplinary action under this **Agreement**.

21. Probation - Professional Staff

- 21.1. Professional staff members (other than a casual professional staff member) may be required to serve a period of probation.
- 21.2. Any period of probation will be a reasonable probationary period that is directly related to the nature of the work to be performed by the professional staff member. A professional staff member will be advised of and given an opportunity to make a response to, any adverse material that the **University** intends to take into account in a decision to terminate the staff member's employment upon or before the expiry of the period of probation.
- 21.3. Clauses 65 (Disciplinary Action for Unsatisfactory Performance), 66 (Misconduct and Serious Misconduct) and 67 (Review of Decision - Termination of Employment or Demotion) do not apply to professional staff during their probationary period.

22. Probation - Academic Staff

- 22.1. Academic staff members (other than a sessional academic staff member) may be required to serve an initial period of probation of 3 years which may be extended for a further period of up to 2 years as determined by the **University** in accordance with this clause. Any period of probation will be a reasonable probation period that is directly related to the nature of the work to be performed by the academic staff member. In determining the length of the probation period or whether to waive such a period, the **University** will have regard to the staff member's prior service and performance at other universities and the staff member's qualifications and experience. A probation period of 3 years would be appropriate for a staff member with no prior full-time or part-time service at a university.
- 22.2. During the probation period, the academic staff member's performance will be periodically assessed and the staff member will be provided with constructive feedback, along with periodic counselling to confirm progress or develop strategies to resolve identified difficulties. Where appropriate, a probationary academic staff member will be given the opportunity to participate in staff development programs to develop and refine their research skills.
- 22.3. A formal review or reviews will be conducted during the academic staff member's probation period and feedback on performance will be given to the staff member. If, at the end of the initial probation period, the **University** considers that a further period is appropriate to assess that the staff member is suitable for confirmation then the Chief People and Culture Officer may extend a staff member's probation by a period of up to 2 years.
- 22.4. If the **University** decides to terminate a staff member's employment upon or before the expiry of the period of probation, the staff member will be advised of, and given an opportunity to make a response to, any adverse material the **University** intends to take into account in making that decision.
- 22.5. Where a decision is made to terminate the academic staff member's employment, the staff member will be provided with four months' notice of the termination.
- 22.6. The **University** may decide to make payment in lieu of part or all of the notice period that exceeds 10 workings days.

- 22.7. Clauses 65 (Disciplinary Action for Unsatisfactory Performance), 66 (Misconduct and Serious Misconduct) and 67 (Review of Decision - Termination of Employment or Demotion) do not apply to academic staff during their probationary period.
- 22.8. Where a decision is made to terminate an academic staff member's employment upon or before the expiry of the period of probation, the staff member may elect, within 10 working days of receiving written notice of the termination decision, to request an independent review of the decision in accordance with clauses 22.9 to 22.15. An independent review runs concurrently with the notice provided under clause 22.5.

Independent Review

- 22.9. In order to request a review, the staff member must provide the Chief People and Culture Officer with the following materials at the time that the request is made:
- (a) the basis for requesting the review;
 - (b) any written submissions supporting the request for review; and
 - (c) any documentary evidence that the staff member relies on in respect of (a) and (b).
- 22.10. If the staff member seeks a review in accordance with clause 22.8 and 22.9, the Chief People and Culture Officer, will engage an Independent Reviewer within 10 working days and provide the Independent Reviewer with the request for review and materials. The Independent Reviewer is to be agreed between the **University** and the **NTEU**.
- 22.11. The **University** will provide the Independent Reviewer with its submissions and any supporting materials within 10 days of the request for review.
- 22.12. The Independent Reviewer will consider material provided in accordance with clauses 22.9 and 22.11. The Independent Reviewer may seek additional information if the Independent Reviewer considers that this is necessary.
- 22.13. The Independent Reviewer will report to the Vice-Chancellor outlining whether the decision was affected by a significant or substantial procedural irregularity, and where this occurs, may make recommendations to address the irregularity.
- 22.14. The Independent Reviewer will provide the report within 10 working days of receiving the **University's** submissions. The Chief People and Culture Officer will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to 10 working days.
- 22.15. Where, prior to a termination decision taking effect and during the course of the review there is new material that becomes available that was not available at the time the decision was made, the **University** may consider that material and, if the **University** changes its decision, the Independent Review will immediately cease.

Finalisation of termination decision

- 22.16. The Vice-Chancellor, having considered the Independent Reviewer's report, may confirm the original decision or may reconsider the original decision and take steps to correct any significant or substantial procedural irregularity identified. The Vice-Chancellor may seek additional information if the Vice-Chancellor considers that this is necessary.
- 22.17. The Vice-Chancellor will then advise the **Head of Organisational Unit** and the staff member in writing of the decision.
- 22.18. Where the original decision is confirmed, any remaining notice period (or payment in lieu) will then apply from the written notification in clause 22.5.
- 22.19. The Vice-Chancellor's decision will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

23. Academic Staff Supervision

- 23.1. Each academic staff member will have a nominated **Supervisor** and will be advised in writing of the position of the nominated **Supervisor**. The staff member may request the nomination of an alternative supervisor identifying the

grounds for the request and the Executive Dean will reasonably consider that request and where approved, the staff member's nominee will become the **Supervisor**.

- 23.2. Supervisors will provide academic and administrative leadership and, in conjunction with the People and Culture Division, are responsible for monitoring the performance of the academic staff member and for providing assistance to staff members whose performance is assessed as requiring improvement. Wherever possible, supervisors will be competent in the areas of expertise of the staff members for whom they are responsible.
- 23.3. The **Supervisor** will normally be the head of the academic unit in which the academic staff member is employed, although the **University** may advise in writing that another academic staff member (classified at Level C or above) will act as **Supervisor** for one or more staff member(s) or group of staff members.
- 23.4. Nothing in this **Agreement** prevents an academic staff member who is head of an academic organisational unit which is not a sub-component of any larger academic organisational unit (such a unit may be called a "Faculty", "Division" or similar title) being made directly responsible to the Vice-Chancellor, in which case the terms of clauses 23.1 to 23.3 will have no application to the staff member.
- 23.5. The **University** will provide supervisor training which will incorporate:
 - (a) induction programs for supervisors upon appointment;
 - (b) the development of an ongoing program of supervisor training;
 - (c) training directed towards assessment of job performance rather than individual characteristics;
 - (d) training which includes equal opportunity and affirmative action policies and guidelines; and
 - (e) training on academic staff assessment techniques and relevant provisions in this **Agreement**.

Upon request, the **University** will consult with the Deakin **University NTEU** Branch regarding the content of the supervisor training program.

24. Aboriginal and Torres Strait Islander Employment, Participation and Organisational Cultural Intelligence

Acknowledgement and Commitment

- 24.1. The **Parties** to this **Agreement** acknowledge and recognise Aboriginal and Torres Strait Islander peoples as Australia's First Peoples and as the traditional owners of the lands and waters on which the **University** stands and conducts its businesses.
- 24.2. The **University** affirms its commitment to engage with our First Nations staff and students and all Aboriginal and Torres Strait Islander communities in a new chapter for Aboriginal and Torres Strait Islander education and employability. The **University** will seek counsel and guidance in meeting this commitment from the **Vice-Chancellor's Indigenous Advisory Council**.
- 24.3. The **University** will connect with other Australian universities to explore potential opportunities and career pathways for Aboriginal and Torres Strait Islander staff across the sector.
- 24.4. The **Parties** to this **Agreement** agree to work with each other to ensure that the **University** provides a culturally safe work environment for all Aboriginal and Torres Strait Islander people and that the **University** provides meaningful careers and development for all Aboriginal and Torres Strait Islander staff.

Aboriginal and Torres Strait Islander Employment

- 24.5. The **Parties** acknowledge and remain committed to the employment, retention and development of Aboriginal and Torres Strait Islander staff. This commitment will be implemented by the **University** in accordance with the Deakin Indigenous Strategy.
- 24.6. The **University** is committed to expanding Aboriginal and Torres Strait Islander employment with realistic, sustainable and supported growth targets set by Faculties as part of their Faculty Compacts and in the Divisions. The **University** aspires for this to be 3% of all staff by the end of the **Agreement** being an aspirational target of 134 staff.

- 24.7. The **University** will maintain Aboriginal and Torres Strait Islander representatives on interview panels for all positions within NIKERI Institute. The **University** will also ensure that staff who are on interview panels for positions that require Aboriginal and Torres Strait Islander expertise and knowledge and/or where a candidate has identified as an Aboriginal or Torres Strait Islander person have undertaken cultural intelligence training and development.
- 24.8. The **University** recognises that Aboriginal and Torres Strait Islander staff bring specific knowledge and expertise which is often drawn upon by the **University** community. The **University** will recognise the cultural load and contribution of these staff in accordance with clauses 41, 48 and Schedule J of this **Agreement**.

Indigenous Staff Network

- 24.9. The **University** recognises Aboriginal and Torres Strait Islander self-determination and will promote the ability of all Aboriginal and Torres Strait Islander staff with staff to gather, consult and provide direction on employment conditions that directly impact those staff individually and as a collective.
- 24.10. The **University** will support and facilitate an Aboriginal and Torres Strait Islander Indigenous Staff Network. The purpose and scope of the Indigenous Staff Network will be informed by its members.
- 24.11. All **University** staff who are and have identified themselves to the **University** as an Aboriginal and/or Torres Strait Islander person will be invited and entitled to be members of the Indigenous Staff Network.
- 24.12. The **University** recognises that membership and participation in the Indigenous Staff Network forms part of the annual academic or professional workload of these staff and participation will be supported and enabled by the **University**.
- 24.13. Any sessional academic or casual professional staff members who have identified as an Aboriginal and/or Torres Strait Islander person and who are employed at the time of any Indigenous Staff Network activities, will be paid by the **University** if they participate in Indigenous Staff Network initiatives and opportunities.

Organisational Cultural Intelligence Training and Development

- 24.14. The **University** will continue to include in its induction program for all new staff the **University's** approach and commitment to Aboriginal and Torres Strait education, employment and cultural safety.
- 24.15. The **University** will develop and deliver a training and development program to build the cultural intelligence of **University** staff.

Cultural Leave

- 24.16. The **University** will provide Aboriginal and Torres Strait Islander staff with up to ten days of paid cultural leave per calendar year to enable Aboriginal and Torres Strait Islander staff to fulfil ceremonial, community and family obligations consistent with clause 54 of this **Agreement**.

Reporting progress

- 24.17. The **University** will report its progress at least bi-annually against this clause to the **Vice Chancellor's Indigenous Advisory Council** and the Indigenous Staff Network.
- 24.18. The **University** will also meet bi-annually with the **NTEU** to review progress against this clause in particular:
- (a) **University** progress in relation to employment, development and retention of Aboriginal and Torres Strait Islander staff;
 - (b) **University** progress in relation to organisational cultural intelligence training and development; and
 - (c) **NTEU** sharing any initiatives or activities which support their commitments in this clause.



PART 3. What is my salary and how is my position classified?

25. Salaries

- 25.1. Salaries are paid on a fortnightly basis. Salaries will be paid by direct credit to a financial institution of the staff member's choice (subject to any systems limitations).
- 25.2. The **University** will provide electronic access to salary payment information on each payday setting out the particulars of the payment, leave balances and salary deductions if applicable.
- 25.3. The **University** may provide such information in writing where the staff member can demonstrate genuine difficulty in accessing the electronic salary information system.
- 25.4. Where the normal day of payment of salaries falls on a day prescribed as a **University Holiday** in this **Agreement**, salaries will be paid no later than the day on which the **University** is open for business immediately preceding the **University Holiday**.
- 25.5. If authorised in writing by a staff member, the **University** will facilitate the payment of membership fees to the **NTEU** from the staff member's net salary.

Advanced payment

- 25.6. A staff member may be paid in advance, up to a maximum of 12 weeks' pay, where:
 - (a) the staff member is due to commence a period of recreation leave of between five working days and 12 weeks or a period of parental leave, long service leave or professional experience program leave; and
 - (b) the staff member requests advance payment for this period of leave; and
 - (c) at least four weeks' notice is given in writing to People Services (unless a shorter period is agreed to by the **University**).

Apprentice and Trainee Salaries

- 25.7. Apprentices will be paid at the following percentages of the rate in Schedule A:

First Year	42% of HEW 3, step 1
Second Year	55% of HEW 3, step 1
Third Year	75% of HEW 3, step 1
Fourth Year	88% of HEW 3, step 1

- 25.8. Apprentices employed prior to this **Agreement** coming into operation currently receiving percentages greater than those specified above will continue to receive payment at that rate.
- 25.9. A training level equivalent to 90% of the base level for Higher Education Worker levels 1 to 4 will be paid to a staff member at these levels who are undergoing specific training. Payment at this level will apply for a maximum period of 12 months.
- 25.10. The conditions for Trainees are set out in Schedule E.

26. Underpayments and overpayments

- 26.1. Any underpayment to a staff member will be corrected and full payment made to the staff member normally within two working days, and otherwise as soon as is practicable, of notification of the underpayment to People Services unless, by agreement with the staff member, the underpayment is to be rectified on the next pay day.

- 26.2. The **University** will advise and consult with a staff member when an overpayment has been identified. The **University** will inform the staff member in writing the amount of the overpayment and options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and the **University** will negotiate an agreed repayment arrangement in good faith, after which the **University** may deduct the overpayment from the staff member's salary or termination payments in accordance with the repayment arrangement. If such an agreement cannot be reached, clause 59 (Dispute Settling Procedures) will be applied to achieve an outcome that allows the **University** to recover the overpayment.
- 26.3. Where, as at the date of cessation of their employment, a staff member has incurred a debt owing to the **University** in respect of the staff member voluntarily having received or used the **University's** services and facilities in the ordinary course of the **University's** business (e.g. parking fees, fines), the **University** may make deductions of the amount from a staff member's salary or final entitlements that would otherwise be payable upon termination. The **University** will notify the staff member of its intention to deduct the amounts prior to doing so.

27. Salary Increase

- 27.1. On the first full pay period after the dates set out below, staff members to whom this **Agreement** applies will receive the following pay increases:

Date	Salary Increase
Commencement of the Agreement	4%
30 June 2024	4%
30 June 2025	4%

28. Incremental Progression

- 28.1. A staff member will proceed through the incremental scale of their classification level if the staff member's performance is assessed by the **University** as at least 'satisfactory'.
- 28.2. Staff will not progress to the next increment where the staff member's performance is not assessed by the **University** as at least satisfactory.

29. Superannuation

- 29.1. On commencement of employment, the **University** will provide new staff members information regarding superannuation and subject to clauses 29.2 and 29.3:
- Employer contributions for staff members will be made in accordance with the superannuation guarantee legislation and relevant superannuation arrangements between the **University** and the staff member's superannuation fund.
 - The **University** will make employer contributions to UniSuper (or the staff member's nominated or stapled fund) as follows:
 - all fixed term and continuing staff, 17% employer contributions; and
 - for all sessional academic and casual professional staff, compulsory employer contributions as required by the applicable superannuation guarantee legislation.
 - Where a staff member does not nominate a superannuation fund upon the commencement of their employment, the **University** will confirm with the Australian Tax Office the details of the staff member's existing "stapled" superannuation fund (if any) and will be made to the staff member's stapled fund. If the staff member does not have a stapled fund the **University** will make superannuation contributions to UniSuper.
- 29.2. A staff member may request the **University** to reduce their employer superannuation contribution, and increase their **Salary** by the same amount, provided that their superannuation contribution is not less than the Superannuation Guarantee Charge rate. For staff members who are members of UniSuper, this will only be approved where the UniSuper Trust Deed allows for the staff member to reduce their contributions.

29.3. A staff member in a defined benefit division of UniSuper may apply to the **University** for employer and employee contributions to continue to be made to the staff member's superannuation account during periods of authorised leave without pay and the **University** may approve that application. The employer and employee contributions during the period of leave without pay will be funded by the staff member.

29.4. This clause satisfies the choice of fund requirements for all eligible staff members employed at the **University**.

30. Voluntary Salary Packaging

30.1. Staff employed on a continuing or fixed-term basis, may request that part of their **Salary** be used to provide benefits on a salary sacrifice basis. Any Fringe Benefits Tax incurred as a result of salary packaging will be paid by the staff member.

30.2. The **Salary** to be used for the purposes of calculating the following entitlements will be the **Salary** rates specified in this **Agreement**:

- (a) superannuation benefits and contributions;
- (b) termination payments;
- (c) redundancy benefits;
- (d) early retirement benefits;
- (e) recreation leave loading; and
- (f) overtime and shift payments.

30.3. The **University** may recover any **Salary** or benefits paid in advance to which the staff member was not entitled.

30.4. The salary packaging arrangement will end on cessation of employment.

30.5. If legislative changes make salary packaging unlawful or financially unviable for the **University**, the **University** reserves the right to withdraw the arrangements and will not be responsible for any loss or damage suffered by a staff member as a result of such changes.

31. Job Evaluation Procedures

31.1. This clause does not apply to casual professional staff positions.

31.2. The **University** will ensure that professional staff positions, including contingent-funded professional staff positions, are classified in accordance with the classification descriptors in Schedule B of this **Agreement**.

31.3. The **University** will develop a position description for each professional staff position, in consultation with any staff members currently holding the position. This clause does not require a new position description where one exists at the commencement of this **Agreement**.

31.4. A staff member, or the staff member's **Supervisor**, may seek a review of the classification of an existing position where:

- (a) the duties and responsibilities of the position have changed; and/or
- (b) it is considered that the position is no longer accurately classified.

31.5. All classification reviews will be undertaken by designated staff in the People and Culture Division who are trained in job evaluation. A classification decision will be communicated to the staff member and their **Supervisor** in writing, including a written explanation of the reasons why the decision was reached if the classification review does not result in a change to the classification.

31.6. Unsuccessful classification reviews determined under clause 31.5 will be reviewed by a Professional Staff Classification Review Committee (**CRC**) at the staff member's request.

- 31.7. The CRC will be comprised of two nominated representatives of the **University** and two nominated representatives of **NTEU** who are appropriately trained in job evaluation methodology. The CRC will provide a written recommendation to the Chief People and Culture Officer.
- 31.8. The Chief People and Culture Officer will consider and give due regard to the recommendation of the CRC and decide on the appropriate classification for the position. The Chief People and Culture Officer will provide reasons in writing to the **Supervisor**, the staff member and the **NTEU** where the recommendation of the CRC is not accepted.
- 31.9. A staff member may appeal the outcome of a CRC review under clause 31.8 by providing a written appeal to the Vice-Chancellor, within 10 working days of the date of the advice of the outcome of the classification review, on the grounds that:
- (a) there has been a breach of process that would have influenced the final classification; and/or
 - (b) the principles of natural justice (i.e. fairness and propriety) were not adhered to.
- 31.10. The Vice-Chancellor will refer an appeal made under clause 31.9 to a Classification Appeal Committee (**CAC**). The CAC will consist of a member nominated by the **University** and a member nominated by the **NTEU** who are both appropriately trained in job evaluation methodology.
- 31.11. The Vice-Chancellor will consider and give due regard to the recommendations of the CAC. The decision of the Vice-Chancellor is final and will be communicated to the staff member, **Supervisor** and **NTEU** as soon as practicable. The Vice-Chancellor will provide reasons in writing to the **Supervisor**, the staff member and the **NTEU** where the Vice-Chancellor does not accept the recommendations of the CAC, or where there is a split recommendation of the CAC. A recommendation to change the classification of the staff member, if endorsed by the Vice-Chancellor, will apply from the date of lodgement of the review referred to in clause 31.4.

Professional Staff Personal Classification

- 31.12. A professional staff member who occupies a position which is classified within the HEW levels 1 – 7 may seek salary advancement through the **University** Personal Classification Program. The **University** Personal Classification Program operates to link two classification levels together to form an extended pay structure in recognition of outstanding performance and skill development achieved by a staff member while in their current position.
- 31.13. It is the joint responsibility of the professional staff member and their **Supervisor** to identify the development and work experience required to enable the staff member to take advantage of the **University** Personal Classification Program. This should form part of the normal staff performance planning and review discussions.
- 31.14. A professional staff member may apply to their **Head of Organisational Unit** for a personal classification. A formal interview is to be undertaken to confirm that the staff member meets the requirements of the higher role.
- 31.15. The Chief People and Culture Officer may approve an application where the following conditions are met:
- (a) work at the higher level is available and required as assessed by the **Head of Organisational Unit**; and
 - (b) the staff member must be consistently rated in the highest performance band in their role and current classification level; and
 - (c) the staff member meets the training level or qualifications and experience requirements in the position classification standards for the higher level; and
 - (d) the staff member must have been on the top increment of their present classification for at least 12 months.
- 31.16. Where a position is subject to a personal classification:
- (a) the personal classification ceases when the position is vacated for any reason. However, the **Head of Organisational Unit** may review the requirements of the position and seek an evaluation of the position;
 - (b) if another professional staff member acts in a position with a personal classification, they will qualify for higher duties allowance based only on the lower classification level and not the personal classification, except where the **Head of Organisational Unit** considers the staff member is undertaking higher level responsibilities recognised in the personal classification.

PART 4. When do I get allowances?

32. Higher Duties Allowance – Professional Staff

- 32.1. A professional staff member who is required to act in a higher classification position than the classification that the staff member occupies will be paid a higher duties allowance. To be entitled to the higher duties allowance, the minimum period of acting in a higher classification position with a classification of up to HEW level 7 will be two weeks. The minimum period of acting in a higher level classification with a classification above HEW level 7 will be four weeks.
- 32.2. For the purposes of determining the minimum periods as outlined above, **University Holidays** will count if the staff member is acting at the higher level both before and after the **University Holiday**.
- 32.3. The higher duties allowance will be the difference between the staff member's substantive **Salary** and the minimum **Salary** point of the higher classification position.
- 32.4. If the staff member is not performing the full range of the duties of the higher classification position, the staff member will be paid a pro-rata amount of the difference between their substantive **Salary** and the minimum **Salary** point of the higher classification position.
- 32.5. A staff member will be eligible to receive an increment at the higher classification position if they have worked for a continuous period of 12 months in the higher classification position, or an aggregate period of 12 months over a 24 month period.
- 32.6. If a staff member is promoted to the higher classification position, the staff member will not suffer any reduction in **Salary** and will be promoted on the same incremental level at which they were acting.
- 32.7. Any periods of acting at the higher classification position will be taken into account in determining future increments should the staff member be promoted to the higher classification position.
- 32.8. A staff member who is acting in a higher classification position will be entitled to continue to receive a higher duties allowance when the staff member is absent from work on paid leave or on a rostered day off, other than long service leave, provided the acting in the higher classification position would have continued but for the taking of leave.

33. Overtime Meal Allowance – Professional Staff

- 33.1. A professional staff member will be paid a meal allowance of \$22.03 if the staff member is required:
 - (a) after the completion of their **Ordinary Hours of Work** for the day, to perform work after a break for a meal which occurs after the completion and is not entitled to payment for that break;
 - (b) after completion of their **Ordinary Hours of Work** for the day, to work overtime which involves their attendance without a break up to the completion of, or after, the meal period which occurs next after that completion;
 - (c) to perform work on a day before the time at which their **Ordinary Hours of Work** for the day start, is granted a break for a meal before that time and is not entitled to payment for that break; or
 - (d) to perform work extending beyond a meal break on a day on which, apart for the requirement, they would not perform work and is not entitled to payment for that meal break.
- 33.2. The overtime meal allowance rate will be adjusted each year in accordance with the annual "All Groups CPI" figure.
- 33.3. A professional staff member who is required to perform any of the duties specified in clause 33.1 will be paid a meal allowance if the staff member cannot reasonably be expected to return to their home or lodgings for a meal between the time the staff member stops work before the meal and the time the staff member is required to start work after the meal.
- 33.4. For the purposes of clause 33.1(b) "meal period" means the period between:
 - (a) 7.00am and 9.00am;

- (b) 12 noon and 2.00pm;
- (c) 6.00pm and 7.00pm; or
- (d) 12 midnight and 1.00am.

33.5. Where a professional staff member is entitled to be paid a meal allowance in accordance with this clause, the **University** may provide a meal to the professional staff member in lieu of paying the professional staff member a meal allowance.

34. On-Call Allowance – Professional Staff

34.1. A professional staff member required to be on-call to either respond to queries or to return to work after the staff member's **Ordinary Hours of Work** will be paid an on-call allowance.
The on-call allowance will be an amount equal to:

- (a) 30% of the staff member's **Ordinary Rate of Pay** if required to be on-call during a **University Holiday**; or
- (b) 20% of the staff member's **Ordinary Rate of Pay** for any other period during the time when the staff member is required to be on-call.

34.2. All requests for a professional staff member to be on-call and any subsequent payment of the on-call allowance must be authorised by the staff member's **Supervisor**.

34.3. This clause will operate in conjunction with the **University's** overtime and call back provisions in clause 44 of this **Agreement**. The following minimum periods apply, subject to clause 44.14 of this **Agreement**, in respect to overtime payments for a professional staff member who is required to be on-call:

- (a) Where the professional staff member is called into their office, another part of a **University** campus or an off-campus work site (for instance the residence of another staff member), three hours; or
- (b) Where the professional staff member responds remotely (i.e. without travelling to a **University** work site), 15 minutes.

34.4. The staff member will not be paid the on-call allowance for the period of the staff member's overtime payment.

34.5. The main locations of the **University** are within the areas of metropolitan Melbourne, Geelong and Warrnambool. Accordingly, a professional staff member will not be required to return to work outside the geographic boundary of their substantive work location, unless it is necessary to respond to the query.

34.6. A professional staff member in receipt of an on-call allowance must remain fit for work and is required to either remain at home or to make themselves available by means of telephone (mobile or fixed) and/or electronic communication if required to carry out work.

34.7. Where practicable, the **University** will supply a professional staff member who is required to be on-call with access to a mobile phone and/or other mode of electronic communication.

35. Vehicle Allowance

Where the **University** authorises a staff member to use their privately owned, hired or leased vehicle for official purposes, they will be paid an allowance of 78 cents per kilometre travelled for the official purpose.

36. First Aid Allowance

A first aid allowance will be paid to staff members who:

- (a) were covered by a previous state based trade's award that specifically provided for a first aid allowance and who continue in that role or a similar type trades based role; or
- (b) staff members who currently receive a first aid allowance and who remain in their current work area.

37. Travelling Allowance

A staff member who, at the direction of the **University**, is absent from work on **University** business will be reimbursed for reasonable expenses to cover the cost of travel, meals, incidental expenses and/or accommodation, in accordance with **University** policy. To be reimbursed, the staff member must provide the **University** tax invoices, or similar documents accepted by the Australian Taxation Office.

38. Reimbursement of Fares

- 38.1. Unless otherwise authorised, a staff member required by the **University** to travel on **University** business will travel by public transport or by a **University** supplied vehicle.
- 38.2. If costs are incurred by a staff member in travelling under clause 38.1 the **University** will reimburse the staff member for the cost of the travel upon production to the **University** of tax invoices, or similar documents accepted by the Australian Taxation Office.
- 38.3. Where the **University** authorises the use of a hired car by a staff member and the staff member pays for the hire car, the **University** will reimburse the staff member upon production to the **University** of receipts for the cost of the hire car.

39. Staff Relocations

- 39.1. If a staff member is required to change their place of residence due to being transferred between a metropolitan campus and a non-metropolitan campus or between campuses in Geelong and Warrnambool for work-related reasons, they are entitled to reimbursement of reasonable relocation expenses in accordance with current **University** policy. They are also entitled to up to two days' paid leave to enable them to relocate to the new residence.
- 39.2. If a staff member is required to perform all or the major part of their duties at a campus or other premises of the **University** other than at their previous place of work with the **University** and they elect, for whatever reason, to relocate to a residence closer to the campus or other premises, they are entitled to up to two days' paid leave to enable them to relocate to the new residence.

PART 5. What hours do I work?

40. Workplace Flexibility

- 40.1. The **University** and a staff member may agree to make an individual flexibility arrangement to vary the effect of terms of this **Agreement** if:
- (a) the arrangement deals with:
 - i. structuring a pattern of working hours (within the span of hours in this **Agreement**) to enable professional staff members employed on a continuing or fixed-term basis to work on an annualised basis for a portion(s) of a year receiving **Salary** averaged on a fortnightly basis across the whole year;
 - ii. leave loading;
 - (b) the arrangement meets the genuine needs of the **University** and the staff member in relation to one or more of the matters mentioned in clause 40.1(a);
 - (c) the arrangement is genuinely agreed to by the **University** and the staff member; and
 - (d) the staff member has had at least three working days to consider the proposal.
- 40.2. Arrangements made in accordance with this clause are subject to the approval of the Chief People and Culture Officer.
- 40.3. Where the **University** proposes an individual flexibility arrangement the **University** will inform the staff member that they may seek advice from an independent **Representative**, including from the **NTEU**.
- 40.4. The **University** must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - (c) result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 40.5. The **University** must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the **University** and the staff member; and
 - (c) is signed by the **University** and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
 - (d) includes details of:
 - i. the terms of this **Agreement** that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 40.6. The **University** must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 40.7. The **University** or staff member may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party; or
 - (b) if the **University** and staff member agree in writing at any time.
- 40.8. This clause does not and is not intended to limit the operation of other clauses in this **Agreement** that provide flexibilities including, for example, clause 42.

41. Workloads – Professional Staff

- 41.1. The **University** is committed to ensuring that a professional staff member's workload is fair and reasonable. Workloads will be determined on a fair, transparent and consultative basis taking into consideration the level of appointment and total responsibilities.

- 41.2. The **University** will take reasonable steps to ensure that a professional staff member does not work excessive or unreasonable hours and is not working in excess of any prescribed hours of work.
- 41.3. The allocation and management of a professional staff member's workload is the responsibility of the staff member's **Supervisor**, in consultation with the staff member.
- 41.4. Where significant changes in academic work or work practices are proposed, the impact on a professional staff member's workload will be discussed with a view to resolving any issues with the affected staff member.
- 41.5. A professional staff member who considers that their workload is unreasonable may seek a review with their **Supervisor**. If the matter remains unresolved, it will be referred to the **Supervisor's** manager who will attempt to resolve the matter. If the matter is still unresolved the matter may be dealt with in accordance with the dispute settling procedure in clause 59.
- 41.6. Where professional staff members in a work area have ongoing concerns regarding alleged excessive workloads in the work area, the staff members may request their manager to seek to prevent or resolve the issue.

42. Flexible Work Hours – Professional Staff

- 42.1. The **University** has in operation a variety of different working patterns for professional staff members which include work across different numbers of days per week, fortnight or month and flexitime, which may be approved, subject to operational need.
- 42.2. With the exception of flexitime, each of these working patterns will have a fixed start and finish time as well as a fixed lunch break and operate within a span of hours in clause 43.
- 42.3. The specified start and finish times may be amended by the **Supervisor** after consultation with the professional staff member, to ensure that appropriate levels of flexibility are provided and operational needs are met, while still maintaining the relevant span of hours.

43. Hours of Work – Professional Staff

- 43.1. The **Ordinary Hours of Work** for a professional staff member will be determined by the **University** in accordance with this clause.
- 43.2. The **Ordinary Hours of Work** for a professional staff member will not exceed an average of 36 hours and 45 minutes per week to be worked on one of the following bases:
 - (a) 36 hours and 45 minutes within a work cycle not exceeding 7 consecutive days;
 - (b) 73 hours and 30 minutes within a work cycle not exceeding 14 consecutive days;
 - (c) 110 hours and 15 minutes within a work cycle not exceeding 21 consecutive days;
 - (d) 147 hours within a work cycle not exceeding 28 consecutive days.
- 43.3. The spread of **Ordinary Hours of Work** for a professional staff member (unless otherwise specified in this **Agreement**) will be worked on any or all of the days of the week, Monday to Friday and continuously, except for meal breaks, between 7.00am and 7.00pm. The span of hours for maintenance and maintenance support staff will be 6.00am and 7.00pm.

Flexible Ordinary Hours Span

- 43.4. Notwithstanding clause 43.3, a staff member may work ordinary hours which are rostered outside the spread of ordinary hours specified in clause 43.3 on a temporary or ongoing basis where:
 - (a) necessary to meet the **University's** operational requirements and agreed in writing between the staff member and the **University**; or
 - (b) requested at the staff member's initiative and approved by the **University** solely to accommodate flexible working requests of the staff member, including to better meet their personal circumstances.

Examples

Sam is a full-time staff member working 9.00am to 5.00pm who would like to work from 3.00pm to 11.00pm on Wednesdays – Fridays. Sam’s work area has an operational need for staff to work from 7.00am to 11.00pm and a staff member who worked 5.00pm to 11.00pm recently left. Sam wants to undertake family responsibilities in the morning and work later and asks the area supervisor about changing hours. The supervisor agrees to Sam working 3.00pm to 11.00pm on Wednesdays to Fridays to accommodate Sam’s request and because there is an operational need. Although Sam proposed the change to hours, Sam will be eligible for the 20% flexibility loading because there was an existing operational need. This is covered by clause 43.4(a).

Alex is a full-time staff member working from 9am to 5pm who would like to work from 3.00pm to 10.00pm on Wednesdays. Alex’s work area only currently operates from 9.00am to 5.00pm on weekdays. Alex approaches the supervisor who agrees to Alex working 3.00pm to 10.00pm on Wednesday to accommodate Alex’s personal circumstances. Alex will not receive the 20% flexibility loading because Alex made the request and the work area does not need anyone to work during the hours 5.00pm to 10.00pm. This is covered by clause 43.4(b).

- 43.5. A professional staff member who works ordinary hours in accordance with clause 43.4(a) will be paid:
- (a) a 20% flexibility loading for every hour worked outside the spread of ordinary hours specified in clause 43.3, except for:
- i. ordinary hours worked on a Saturday, where the professional staff member will be paid a 50% flexibility loading per hour;
 - ii. ordinary hours worked on a Sunday, where the professional staff members will be paid a 100% flexibility loading per hour; and
 - iii. ordinary hours worked on a **University Holiday**, where the professional staff member will be paid a 150% flexibility loading per hour.
- 43.6. This clause 43 will be used, amongst other things, as a measure to facilitate ongoing employment rather than casual professional employment.
- 43.7. Where a staff member is working a flexible hours span under 43.4(b) on a temporary or ongoing basis, the staff member may revert to their previous hours of work, by giving 28 days’ written notice to the **University**, or as otherwise agreed.
- 43.8. Where the **University** introduces a flexible ordinary hours span position, prior to advertising that position, the **University** will invite professional casual staff in the immediate work area to express interest in appointment to that position. The **University** will appoint a casual professional staff member who has expressed interest and meets the selection criteria. If there is more than one casual professional staff member who expresses interest in appointment and meets the selection criteria the **University** will appoint using merit based selection.

44. Overtime – Professional Staff

- 44.1. All authorised time worked in excess of or outside of the **Ordinary Hours of Work** prescribed by clause 43 will be overtime and will be paid for in accordance with this clause. Any hours worked in accordance with an arrangement or agreement under clause 43.4 will not amount to authorised time worked in excess of or outside the **Ordinary Hours of Work** within the meaning of this clause 44.
- 44.2. Where the professional staff member’s **Ordinary Hours of Work** are fixed, each day’s work will stand alone in computing overtime and overtime rates will apply to all time worked in excess of or outside of the fixed hours.
- 44.3. Where the professional staff member’s daily **Ordinary Hours of Work** are flexible, the total hours worked in a work cycle as defined in clause 43 will be calculated and overtime rates will apply to all time worked in excess of the **Ordinary Hours of Work** prescribed for the work cycle.
- 44.4. A part-time professional staff member is entitled to overtime for all hours in excess of or outside of the **Ordinary Hours of Work** prescribed by clause 43.

- 44.5. Any period of overtime which is continuous with ordinary duty and which extends beyond midnight will be deemed to have been performed on the day the overtime commenced.
- 44.6. Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime will be deemed to have been worked on the day for which the higher rate is payable.
- 44.7. Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 44.8. Professional staff in receipt of a **Salary** above HEW level 7 will not receive payment for overtime but will be allowed time off work equivalent to the period of overtime worked, where the overtime to be worked has been agreed to by the staff member's **Supervisor** prior to the overtime being worked.
- 44.9. The **Salary** of a professional staff member, for the purpose of calculating overtime, will not include shift work allowances, flexibility loading or casual loading but will include higher duties allowance and any other allowance in the nature of **Salary**.
- 44.10. Payment for overtime calculated for any period will not be subject to any limitation in amount within a work cycle as defined in clause 43.
- 44.11. Subject to clause 44.12 the following overtime rates will apply:
- (a) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter;
 - (b) for overtime worked on a Sunday - ordinary rate plus 100%;
 - (c) for overtime worked on a **University Holiday** - ordinary rate plus 150%.
- 44.12. A professional staff member in receipt of a **Salary** not exceeding that prescribed for the top increment of HEW level 7 may agree, prior to the overtime being worked, to take time off in lieu of overtime payment. The time off will be calculated in the same manner as is prescribed in clause 44.11.

Professional staff member recalled to duty

- 44.13. A professional staff member required to work overtime which is not continuous with ordinary duty will receive a minimum three hours payment in respect of that overtime, even if the period of duty is less than three hours.
- 44.14. Where more than one overtime attendance is involved the minimum payment provision will not operate to increase the overtime payment beyond that which would have been payable had the professional staff member remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

Rest relief after overtime

- 44.15. A professional staff member required to work overtime, such that there is not a break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty, will be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release will be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 44.16. A professional staff member required by the **University** to resume or continue work without having at least 10 consecutive hours plus reasonable travelling time off duty will be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and release will be without loss of pay for any scheduled ordinary duty occurring during such absence.
- 44.17. For the purpose of this clause, reasonable travelling time will mean the period of time normally required to travel from the place of residence of the professional staff member to the **University** and back.

45. Shift Work – Professional Staff

- 45.1. Provisions relating to shift work are found in Schedule H. Schedule H only applies to:
- (a) professional staff classified as shift workers as at the commencement date of this **Agreement**; or
 - (b) professional staff employed as carbon fibre manufacturing staff.
- 45.2. The **University** will not involuntarily retrench an existing shift worker because of the introduction of a new flexible ordinary hours span position to replace that shift worker, for the life of the **Agreement**.

46. Meal Breaks – Professional Staff

A professional staff member will not be required to work more than five consecutive hours without a meal break. The meal break will be between 30 minutes and 1 hour. It is unpaid and will not count as time worked.

47. Travel Between Campuses

- 47.1. A staff member attached to a designated campus will not be assigned unreasonable responsibilities at another campus but may be required to travel from time to time to and from campuses to meet work requirements.
- 47.2. Where travel referred to in clause 47.1 is necessary, a **University** vehicle will be provided whenever possible or the **University** may authorise the use of the staff member's own vehicle. If the staff member uses their own vehicle, the rate of payment per kilometre will be calculated in accordance with clause 35.
- 47.3. For a professional staff member, time spent travelling between campuses on **University** business will only count as time worked if the travel is completed within 24 hours before or after the start or completion of the relevant work. Travel time within work hours will be calculated on the basis of the period of travel by the staff member in excess of the normal time spent travelling to and from the staff member's place of work and home.

48. Academic Work Allocation

- 48.1. Continuing and those fixed-term academic staff members employed under the categories in clauses 16.4(f), 16.4(g), 16.4(i), 16.4(j) and 16.4(l) are entitled to participate in an appropriate mix of teaching, research or scholarship and service as determined in accordance with this clause. This clause does not apply to research-only academic staff.
- 48.2. The **University** will ensure that the total work allocated to individual academic staff members is fair and the process of allocation is transparent and that stage of career and academic level is taken into account. It will take reasonably practicable steps to ensure that staff members:
- (a) have sufficient and reasonable time to perform their allocated research or scholarship, teaching, and service activities;
 - (b) are not required to work excessive or unreasonable hours;
 - (c) are able to raise, and have properly considered, legitimate issues relating to their work allocation; and
 - (d) are reasonably able to take recreation leave.
- 48.3. The **University** will ensure that Heads of School and Academic Supervisors are aware of the above requirements in relation to managing and allocating workloads and that academic staff are advised of the work allocation provisions of this **Agreement**.

Hours of Work

- 48.4. Work will be allocated within a maximum of 1660 hours per year (now over 45.2 weeks of the year). This assumes that the staff member will take four weeks recreation leave during the year and will vary where there is planned leave or extended periods of unplanned leave that is taken by the staff member and takes into account **University Holidays** and Christmas close down. The references to percentage allocations in this clause are percentages of the maximum number of hours.

- 48.5. A part-time staff member's work will be allocated on a proportionate basis, and all measures referred to in this clause shall be adjusted appropriately for part-time staff members.

Work Planning and Allocation

- 48.6. Work allocation for a staff member will be determined by the Head of School or equivalent in consultation with the staff member in accordance with the provisions of this clause.
- 48.7. The Head of School or equivalent, in consultation with the staff member, will provide a draft plan by December for the forthcoming **Academic Year**, referencing the anticipated:
- (a) allocation of research or scholarship, teaching (particularly unit chairing responsibilities), and service duties; and
 - (b) recreation leave and other leave.
- 48.8. Following the planning referred to in clause 48.7, wherever reasonably possible, an academic staff member will be advised of their final work allocation no later than four weeks before the start of the **Academic Year** to which the work allocation relates.
- 48.9. An academic staff member is normally expected to take recreation leave in periods where the staff member is not allocated teaching delivery activities and must obtain the approval of the Head of School or equivalent before commencing recreation leave during a period of allocated teaching delivery activities. A Head of School will not unreasonably withhold approval for recreation leave sought during the staff member's non-**Teaching Periods**.
- 48.10. The **University** will maintain an Academic Work Allocation Model (**WAM**) for each Faculty, or academic unit that covers each academic staff member and which provides for a reasonable and sufficient estimate of hours for teaching and service activities. Each WAM will address the elements of research or scholarship, teaching and service that are set out in Schedule I. A WAM may be altered, in accordance with this clause.
- 48.11. The process of work allocation for an individual academic staff member will be consistent with the applicable WAM and involve the following:

Teaching

- (a) Teaching work will be allocated to fall within the ranges set out in the table below for the **Academic Year**. Teaching range allocations will be no less than 20%.
- (b) As teaching requirements of all courses need to be met within the resources available to the **University**, the **University** may by consultation and agreement with the staff member allocate additional teaching and make reasonable adjustments to the service and research or scholarship allocation, where required, during the **Academic Year**. An affected staff member's future research allocation will not be negatively impacted on by a variation of teaching allocation under this clause where a greater teaching allocation is necessary.
- (c) Staff and their Head of School or equivalent will discuss the best allocation for the staff member and the School for teaching across the **Academic Year**, in a manner that meets clause 48.2.
- (d) A staff member with a research allocation of 20% or more will teach in no more than two trimesters in an **Academic Year**, or up to an equivalent number of teaching weeks spread over the **Academic Year**, unless otherwise agreed.
- (e) The **University** will develop and maintain an academic study program that provides for industry placement and the opportunity for development of teaching expertise for academic staff who have no research allocation. The scope and application of the program will be reasonably determined by the **University**.

Research or Scholarship

- (f) A research work allocation will be determined on the basis of the previous three years research outcomes and reasonably taking into account institutional research priorities. Research work allocations for an individual staff member will be set pursuant to this clause (f), (g) and (h) with reference to research expectations in the relevant Faculty WAM.
- (g) Other factors will be taken into account which may result in an increased research allocation, for example to provide an opportunity to build a research profile, for early career researchers who will normally receive an adjusted allocation during their academic probation period, to assist a return to research after extended leave or where the research performance of an academic area or individual needs to be increased. Expected research outcomes will be reasonable and appropriate for the level of appointment of the staff member.

- (h) A staff member with no research allocation will have a time allocation and an approved work plan for the use of that time of no less than 10% to undertake scholarship aimed at consolidating and extending systematised knowledge of their discipline area(s). A staff member receiving the minimum 10% allocation will not be expected to produce research outcomes.

Service allocation

- (i) For all staff, a service allocation will reflect the agreed service activities and core service activities.
- (j) The total service allocation will be subject to a minimum of 10%.
- (k) The relevant WAM will provide an appropriate allocation for core service activities including the following:
 - i. Attendance at School/Department and Faculty meetings;
 - ii. Activities and attendance for Open Days and other promotions activities;
 - iii. Attendance at least one graduation ceremony;
 - iv. Participation in Awards ceremonies;
 - v. Professional development up to the first seven hours;
 - vi. Faculty planning days/retreat; and
 - vii. Preparation for and attendance at School/Department, Faculty or **University** based committees, up to the first 14 hours.
- (l) Schedule I includes examples of service activities and additional agreed activities will be reflected in the total service allocation.
- (m) A staff member will receive an increased service allocation where they are required to undertake a formal management or leadership responsibility, such as an Associate Head of School, with an equivalent reduction in other allocations, provided that the minimum teaching allocation of 20% will continue to be met.

Flexibility

- (n) The balance of work beyond the initial teaching, research/scholarship and minimum 10% service allocation, will be allocated to teaching, research or scholarship or service in consultation with the staff member in the allocation process, including discussion of the planned activities that would be undertaken. In discussing the allocation the staff member will not unreasonably withhold their agreement and the allocation will be confirmed by the Head of School or equivalent, having genuinely considered the views of the staff member.
- (o) A staff member and Head of School or equivalent may agree in the allocation process or at any time to an adjustment to their mix of workload allocation percentages. For example, this could include an increase in their service percentage taking into account appointment to a position of approved formal management or leadership responsibility.

Summary Table

48.12. The table summarises allocation of work activities, which will total 100% including the flexible load allocation:

Allocated Teaching <i>(approximate %)</i>	20	30	40	50	60	70
Research/Scholarship <i>(approximate % allocation), based on previous outcomes</i>	60 or more	50	40	30	20	10
Service (%)	min 10	min 10	min 10	min 10	min 10	min 10
Each of the categories may be varied by up to 10% according to the flexible load allocation provided in clause 48.11(n).						

Opportunity to develop research profile

48.13. Any academic staff member may apply to the Executive Dean of their Faculty (or equivalent if the staff member is not employed in a Faculty), to be provided with a two year opportunity to develop a research profile on the basis of a detailed plan for research outcomes which align with the discipline and **University** goals. If approved, they will have their

work allocation adjusted to allow sufficient time for the staff member to increase their research output by an agreed amount.

Work Allocation Review

- 48.14. If an individual academic staff member has a concern about a failure to apply the process in accordance with this clause in relation to their work allocation, or that their work allocation is excessive or unreasonable, in the first instance, this should be discussed with their **Supervisor**.
- 48.15. Where it is not possible to resolve the concern by this means the academic staff member may write to the relevant Head of School (or equivalent if the staff member is not employed in a Faculty), seeking a work allocation review. A work allocation review will be completed, taking into account the advice of the **Supervisor** and a response provided to the staff member in a timely manner and wherever reasonably possible within two weeks of their application for a review.
- 48.16. Should an escalation to the Head of School (or equivalent) fail to resolve the staff member's concerns, the staff member may write to the Executive Dean of their Faculty. The Executive Dean (or equivalent) will establish a work allocation review committee who will complete the review and, where reasonably possible, respond to the staff member in writing within two weeks. The allocation review committee will normally consist of two senior academic staff members with the Executive Dean as the Chair.
- 48.17. Pending the finalisation of any work allocation review under this clause a dispute under clause 59 cannot be brought in respect of an individual's workload allocation.

Revising the design of academic work allocation models

- 48.18. The parties to this **Agreement** recognise that the nature of academic work, including but not limited to the design and delivery of teaching and assessment, changes over time, and that the WAM for each Faculty should adapt accordingly. The **University** commits to undertake a major review of all Faculty WAMs within 12 months of the commencement of this **Agreement**, with consideration given to changes to work driven by external and internal factors. To inform this work:
- (a) The Senior Deputy Vice-Chancellor Academic (or nominee) will convene and Chair an Academic WAM Design Advisory Committee for each Faculty to review the existing Academic WAMs and assist them to determine what revisions may be required to better reflect external and internal changes to the nature of academic work;
 - (b) Excluding the Chair, a committee must include academic staff (nominated by the Senior Deputy Vice-Chancellor Academic) and **NTEU** nominees of 40% (rounded down), from the relevant Faculty/ies. For the avoidance of doubt, the Senior Deputy Vice-Chancellor Academic will determine the appropriate size and composition of the committee. Ideally, members of a committee will include staff at different career stages who possess different career profiles and disciplinary backgrounds to ensure that a diversity of views are incorporated into the design process;
 - (c) The Senior Deputy Vice-Chancellor Academic will invite the **NTEU** and all affected staff to provide feedback to any proposed revisions to a Faculty WAM emerging from an Academic WAM Design Advisory Committee. This feedback will be carefully considered before an updated WAM is finalised; and
 - (d) Following staff consultation, any revisions to the design of a Faculty WAM will take effect from the following **Academic Year**.
- 48.19. After the commencement of a new WAM following the major review in clause 48.18, each WAM Design Advisory Committee will convene to meet and consider the effectiveness of the implemented WAM after approximately 10 months and 18 months. Subsequently, they will provide written feedback to the Senior Deputy Vice-Chancellor Academic which will be considered by the relevant Faculty when undertaking the first minor review. For the avoidance of doubt, where possible, each WAM Design Advisory Committee will be comprised of the same staff that participated in the initial design process.
- 48.20. The **University** will ensure that each Faculty WAM undergoes a minor annual review. The purpose of a minor review is to ensure each Faculty is considering ongoing external and internal changes to the nature of academic work and addressing any minor issues throughout the life of the **Agreement**. If a Faculty determines that any revisions are necessary, they must follow the consultation process outlined in clause 48.18 (a) to (d).

Staff initiated review of academic work allocation models

- 48.21. Where at least 50% of academic staff covered by a WAM (and associated research expectations model) request a review of the WAM or part(s) of the WAM, a review will be conducted in accordance with clauses 48.22-48.29.
- 48.22. The **University** is required to conduct the review where the WAM has not been the subject of a previous request/review pursuant to clause 48.21 during the life of this **Agreement**. Otherwise, if there are further subsequent requests, these will be considered by the Faculty and the Faculty may, but is not compelled to, undertake the further review.
- 48.23. When seeking a review, the request must identify at least one or more ongoing significant or substantial issues with the WAM and the scope of the review will include consideration of those issues. The review will focus on issues that are substantive and significant in relation to the content and/or structure of the WAM. The review does not require consideration or revision in respect of minor issues or matters of fine judgements and distinctions.
- 48.24. The Executive Dean (or delegate) will, within four weeks of receiving a valid request pursuant to clause 48.21 or 48.22, identify issues being considered in the review and invite directly affected staff members and the **NTEU** to provide written submissions. All submissions must be submitted to the Executive Dean within four weeks. The Executive Dean may reasonably seek input from others and will be supported in the conduct of the review by the People and Culture Division.
- 48.25. Taking into account any submissions submitted in accordance with clauses 48.22 and 48.24 and the requirements of this clause 48, the Executive Dean will develop and release within a reasonable period of time a draft revised WAM for any further comment and feedback, to be provided within a reasonable period of time of up to two weeks. The draft updated WAM will be accompanied by an explanation and purpose of any change to the WAM and outline responses to any significant issues raised in submissions.
- 48.26. The Executive Dean will release a finalised WAM within a reasonable time after considering the further feedback in 48.25. The finalised WAM will be released with an explanation of the further changes, if any, in the finalised WAM.
- 48.27. The finalised WAM is not required to be applied until the next **Academic Year**, but can be implemented earlier in consultation with directly affected academic staff.
- 48.28. This clause does not restrict **University**-initiated changes to the WAM through a process of consultation with directly affected staff. The **University** will not unreasonably change a WAM that has been subject to the review process.
- 48.29. For the avoidance of doubt, if a review includes consideration of research expectations, consideration will be given to how the discipline areas covered by the review were ranked relative to all other Australian universities who research in those areas

PART 6. What leave may I be entitled to?

49. Recreation Leave

Entitlement

49.1. The entitlements to recreation leave and leave loading are set out in this table:

Leave Type	Entitlement	Eligibility
Recreation Leave	<ul style="list-style-type: none"> Full time staff are entitled to 20 working days on Full Pay per completed year of Service. Leave accrues on a fortnightly basis. Leave for part-time staff is calculated on a pro-rata basis. 	All staff except for sessional academic and casual professional staff
Leave Loading	<ul style="list-style-type: none"> A staff member who, as at 31 October in any year, has qualified for four weeks' recreation leave since 1 November of the previous year, is entitled in respect of that leave to a payment of leave loading equal to 17.5% of four weeks' Salary, subject to a maximum payment equal to the most recent report of the Commonwealth Statistician's average weekly total earnings of all Australian males. Where the leave accrual in respect of the period from 1 November in the previous year to 31 October is less than 4 weeks (for example the staff member commenced or ceased employment part way through that period), a pro-rata payment will be made for a staff member based on completed days of Service in that year ending 31 October. A staff member who ends employment prior to payment in December in any year will be entitled to a pro-rata leave loading payment on termination based on the number of completed months of Service. Payment of the recreation leave loading will be made in a lump sum and occur in December in respect of the preceding period. 	All staff except for sessional academic and casual professional staff

Conditions relating to leave loading and taking, and cashing out recreation leave

- 49.2. The dates for taking leave will be agreed between the staff member and the **University**, taking into account the staff member's needs and the operational needs of the **University**. Where an academic staff member seeks to take leave within a **Teaching Period**, their **Supervisor** may approve the leave where adequate arrangements can be made to cover the academic's teaching responsibilities.
- 49.3. The **University** may direct a staff member in writing to take leave at an agreed time within 6 months from the date of the written direction, or 18 months in special circumstances, where the staff member has accumulated recreation leave in excess of 20 days (or pro-rata for part-time staff), unless the staff member has reached prior agreement with their **Supervisor**. If no agreement is reached, the **University** may specify the dates when the leave is to be taken.
- 49.4. Where a staff member has accrued in excess of 30 days recreation leave (or pro-rata for part-time staff), they may elect to cash out recreation leave. The request must be in writing and approved by their **Supervisor** and the People Services and the following conditions must be satisfied:
- the minimum number of days to be cashed out is 5 (or pro-rata for part-time staff);
 - the remaining recreation leave credits (including booked future leave) after cashing out must be at least 20 days (or pro-rata for part-time staff). This can include leave the staff must take on cashing out; and

- (c) the staff member must be paid at least the full amount that would have been payable had they taken the leave that they cashed out.

- 49.5. Any untaken recreation leave will be paid on termination of employment.
- 49.6. No deduction will be made to a staff member's recreation leave credits for **University Holidays** occurring during a period of recreation leave.
- 49.7. If a staff member with accrued personal leave is ill or injured for one or more working days during a period of recreation leave, and a relevant **Medical Certificate** or statutory declaration is submitted, those days may be treated as personal leave and appropriate adjustments will be made to their leave balance. If the staff member has no personal leave entitlement, they will be placed on unpaid leave for the period of illness or injury.

50. Purchased Leave

- 50.1. All continuing staff and staff on fixed-term contracts greater than 12 months may request to purchase additional leave in a 12 month period of one, two, three or four weeks. The **University** will make reasonable endeavours to accommodate the request, subject to operational requirements.
- 50.2. Purchased leave must be taken within a specified 12 month period, and will not attract leave loading. Staff must apply to take purchased leave in the same way as recreation leave and will be subject to the operational needs of the work unit.
- 50.3. Purchased leave will count as **Service** for all purposes, and will be funded by a reduction in the staff member's **Ordinary Rate of Pay**.
- 50.4. Purchased leave is subject to the following:
 - (a) purchased leave cannot be accrued and will be refunded where it is not taken in the specified 12 month period;
 - (b) other paid leave taken during the specified 12 month period will accrue and be paid at the **Purchased Leave Rate of Pay**;
 - (c) the **University** and staff members will maintain superannuation contributions for the staff member based on their **Salary**;
 - (d) leave accrued before the specified 12 month period will be retained at the rate already accrued;
 - (e) **Purchased Leave Rate of Pay** will be the **Salary** applicable for all other purposes including allowances;
 - (f) personal leave cannot be taken during a period of purchased leave;
 - (g) Higher Duty Allowance will not be paid during a period of purchased leave; and
 - (h) at the conclusion of the specified 12 month period the staff member will revert to their **Salary** unless a further application under this clause is made.

51. Personal Leave

51.1. This clause sets out entitlements to personal leave, which includes sick leave and carer’s leave.

Leave Type	Entitlement	Eligibility	Notice & Evidence
Sick Leave	<p>15 working days on Full Pay for each completed year of Service, accruing on a pro-rata basis according to ordinary hours worked.</p> <p>For each completed year of Service, staff may utilise up to 2 days of their personal leave entitlements as wellbeing days. The University encourages staff members to utilise these wellbeing days for preventative physical and mental health benefits.</p>	<p>All staff (except sessional academic and casual professional staff) who are not fit for work because of personal illness, or personal injury affecting the staff member.</p>	<p>Notice is to be given to the Supervisor prior to an absence. Notice must include the estimated length of the absence.</p> <p>If prior notice cannot be given, notice must be given within an hour of the staff member’s normal starting time on the day of the absence, if it is practicable to do so.</p> <p>For the 2 personal wellbeing days, notice must be provided in advance of the absence and a Supervisor can decline a request and suggest an alternate day if the proposed day conflicts with the operational requirements of the work area.</p> <p>Other than for a personal wellbeing day, the staff member must provide proof of illness or injury to the University by way of a valid Medical Certificate:</p> <ul style="list-style-type: none"> • if their sick leave exceeds 5 days in a single continuous period (including weekends and University Holidays); • if their sick leave exceeds 10 aggregate working days in any year of Service. <p>A statutory declaration may also be provided, but not for projected leave periods. If no proof is given, the period of absence will be unpaid, unless the staff member requests that the leave be deducted from their recreation leave entitlements.</p>

<p>Carer's Leave</p>	<p>Staff can:</p> <ul style="list-style-type: none"> • utilise untaken personal leave credits; or • agree with the University to take unpaid leave; or • take up to 2 days' unpaid carer's leave for each occasion, if the staff member, including a sessional academic or casual professional staff member, has exhausted their paid personal leave. 	<p>Staff who are required to provide care or support to a member of their Immediate Family or household because of an:</p> <ul style="list-style-type: none"> • illness; • injury • unexpected emergency; or • caesarean section. 	<p>Notice must be given to the Supervisor prior to the absence. Notice to include estimated length of the absence. If prior notice is not given, notice must be given within an hour of normal starting time on the day of the absence if it is practicable to do so.</p> <p>The staff member must provide the University with a valid Medical Certificate for absences exceeding:</p> <ul style="list-style-type: none"> • 5 days in a single continuous period (including weekends and University Holidays) or • 10 aggregate working days in any year of Service.
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51.2. No deduction will be made to a staff member's personal leave entitlements for **University Holidays** occurring during a period of personal leave.

51.3. In their first year of employment, a continuing or fixed-term staff member who has insufficient accrued personal leave may request additional personal leave in advance. Such requests are subject to the approval of People Services and providing proof of illness or injury. Any personal leave used but not accrued at the date of termination will be deducted from any payment due to the staff member on termination of employment.

52. Parental Leave

52.1. Entitlement

Eligibility	Entitlement	Conditions	Notice & Evidence
Unpaid Leave			
Staff with at least 12 months' Service	52 weeks unpaid parental leave (less any period of paid leave provided in this clause).	<p>If the staff member has, or will have, responsibility for the care of the child during the parental leave either by way of the</p> <ul style="list-style-type: none"> • birth of a child by the staff member or their Spouse or De Facto Partner; • adoption of a child; or • staff member becoming a parent via domestic or international surrogacy arrangements. <p>For the avoidance of doubt, in accordance with the National Employment Standards, a staff member:</p> <ul style="list-style-type: none"> • may agree with the University to not utilise their unpaid parental leave for a period whilst their child remains in hospital after the child's birth, or is hospitalised immediately after the child's birth (including any gestational complications); and • will remain eligible for unpaid parental leave where a child is born stillborn or dies within the first 24 months of life. 	Refer to University procedure.

Eligibility	Entitlement	Conditions	Notice & Evidence
Paid Leave			
<i>Birth-Related Leave</i>			
Less than 12 months' Service	A pregnant staff member is entitled to paid birth-related leave of one week per completed month of Service .	A pregnant staff member must commence leave within 20 weeks before the expected date of birth to 52 weeks after the staff member starts the period of leave, and must start leave no later than the date of birth or loss of the child and/or the expected date of birth by giving 10 working days' written notice, unless the staff member provides a Medical Certificate within that time	Refer to University procedure
More than 12 months and less than 2 years' Service	A pregnant staff member is entitled to paid birth- related leave of 14 weeks on Full Pay or 28 weeks at Half Pay .		
More than 2 years' Service	A pregnant staff member is entitled to paid birth- related		

	<p>leave of 26 weeks on Full Pay or 52 weeks at Half Pay.</p> <p>A staff member can access their full entitlement to birth-related leave for pregnancy loss or stillbirth experienced after 20 weeks.</p> <p>A staff member who experiences pregnancy loss prior to 20 weeks can access personal leave in accordance with clause 51 or special leave in accordance with clause 54(g).</p>	<p>stating they are fit for work. The staff member will have primary care of the child for the duration of the period of leave.</p>	
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Eligibility	Entitlement	Conditions	Notice & Evidence
<i>Primary Carer Leave</i>			
Less than 12 months Service – no entitlement to paid primary carer leave			
More than 12 months and less than 2 years' Service	10 weeks on Full Pay or 20 weeks at Half Pay .	<p>A staff member is entitled to primary carer leave if they will have primary care of the child for the duration of the leave and the staff member's Spouse or De Facto Partner (if applicable) is not the primary carer for the child for the duration of the leave* and one of the following conditions is met:</p> <ul style="list-style-type: none"> • a staff member's Spouse or De Facto Partner gives birth; or • a staff member or their Spouse or De Facto Partner is the parent of a newborn child (but not the birth-mother); or • a staff member becomes an adoptive parent of a child who is less than 5 years of age at the date of placement and has not lived with the staff member prior to the date of placement; or • a staff member becomes a parent via domestic or international surrogacy arrangements. <p>Leave must commence no earlier than the date of birth or placement of the child for adoptions and no later than 12 months after the date of birth or placement.</p>	<p>Statutory declaration from staff member providing that the staff member will be the only primary care giver for the period of the leave.*</p>
More than 2 years' Service	18 weeks on Full Pay or 36 weeks at Half Pay		

*Where a staff member is claiming the full entitlement to Primary Carer Leave (10/18 weeks or 20/36 weeks), the fact that their **Spouse** or **De Facto Partner** also has primary care for the child for up to six weeks during the same period of leave will not disentitle the staff member from Primary Carer Leave.

Other conditions relating to parental leave

- 52.2. Any period of paid parental leave under this clause is included and not in addition to the 52 week period in clause 52.1. Staff must use any entitlement to paid parental leave before they take any entitlement to other paid leave under this **Agreement**.
- 52.3. Staff may request to use 4 weeks of their paid birth-related or primary carer leave (whichever is applicable) as return to work leave to be used to facilitate return to work after a period of parental leave, which may include:
- (a) a graduated return to work (agreed between the staff member and their **Supervisor**); and/or
 - (b) agreed study leave, conference leave or some other identified staff development initiative identified in the staff member's Performance, Planning and Review plan, providing that the **University** does not incur a Fringe Benefits Tax liability.
- Except that the **University** has the right to refuse a request from a staff member under clause 52.3 if:
- i. the staff member has an accrued recreation leave balance of 20 days (pro-rata for part-time staff) or more; or
 - ii. the staff member has elected to return (or plans to elect to return) on a reduced time fraction; or
 - iii. the request cannot be accommodated for operational reasons.
- 52.4. The entitlement to paid parental leave is subject to the staff member taking all accrued recreation leave in excess of 20 days and accrued long service leave in excess of 12 weeks before they return to work (pro-rata for part-time staff), subject to the requirements of applicable long service leave legislation.
- 52.5. Sessional academic and professional casual staff are not entitled to paid parental leave and will only be entitled to unpaid parental leave if they:
- (a) have been employed by the **University** on a regular and systematic basis for a sequence of periods of employment of at least 12 months; and
 - (b) but for the birth or placement of the child or the taking of leave described in section 67(2)(b)(iii) of the *Fair Work Act 2009* (Cth), the staff member would have a reasonable expectation of ongoing employment by the **University** on a regular and systematic basis.

Paid Partner Leave

- 52.6. A staff member will be entitled to 20 days' paid partner leave if:
- (a) their **Spouse** or **De Facto Partner** has given birth to a child; or
 - (b) they adopt a child under the age of 5 years; or
 - (c) they become a parent via domestic or international surrogacy arrangement.
- 52.7. This leave may be taken within one week prior to the expected date of birth, but must commence within 3 months after the date of the birth or placement of the child.
- 52.8. A staff member who receives paid partner leave in clause 52.6 may also access paid primary carer leave in clause 52.1 (less any period of paid partner leave) where they are going to be the primary carer of the child.
- 52.9. A staff member whose partner experiences pregnancy loss or stillbirth after 20 weeks can apply for special leave in accordance with clause 54.1(g) of the **Agreement**.

Extending the period of birth-related and primary carer leave

- 52.10. Staff may request a further period of unpaid birth-related or primary carer parental leave of up to 52 weeks. This period can be taken to care for the child at any time up to when the child reaches 5 years of age.

- 52.11. The request must be made at least 4 weeks prior to the end of the employee's initial period of parental leave. The **University** will consider the request, taking into consideration the operational needs of the staff member's work area before making a decision.
- 52.12. The **University** will provide a written response to the request under clause 52.9 within 21 days after the request is made, stating whether the request is refused or granted. If the request is refused, the **University** will include details of the reasons for the refusal.
- 52.13. Staff are only entitled to the leave in clause 52.9 if they have, or will have, primary responsibility for the care of the child.

General conditions for parental leave

- 52.14. The periods of paid parental leave under clauses 52.1 and 52.9 must be taken in a single, continuous period. However, in accordance with the National Employment Standards, a staff member may take up to 30 days of unpaid parental leave during the 24-month period after the birth or placement of the child, as flexible unpaid parental leave.
- 52.15. Staff must provide at least 4 weeks' written notice to their **Supervisor** of the date on which they propose to start parental leave and the period of leave to be taken. The Vice-Chancellor may waive the notice requirement in special circumstances.
- 52.16. Staff must confirm their intention to return to work from parental leave by providing at least 4 weeks' written notice to their **Supervisor** prior to the expiration of their absence.
- 52.17. Entitlement to parental leave, including paid leave, will be reduced by any period of parental leave taken by the staff member's **Spouse** or **De Facto Partner** if they are employed by the **University**. The entitlement to parental leave will not be reduced by paid partner leave under clause 52.6.
- 52.18. Superannuation contributions made by the **University** and the staff member will continue during any period of paid parental leave.
- 52.19. Normal incremental advancement within **Salary** classifications will continue during any period of parental leave.
- 52.20. Staff employed for a fixed-term, which expires during a period of parental leave, will not be eligible for further parental leave after the date the fixed-term expires, unless they are re-employed on a continuing basis or on a further fixed-term.
- 52.21. Part-time staff will be entitled to paid parental leave on a pro-rata basis.
- 52.22. Periods of unpaid parental leave will not constitute a break in continuity of **Service**.
- 52.23. On the cessation of parental leave, staff are entitled to resume work in their substantive position and time-fraction. If their substantive position no longer exists, the **University** will seek to employ the staff member in a vacant position for which the staff member is qualified and suited which is nearest in status and pay to the pre-parental leave position. The staff member may negotiate with their **Supervisor** a return to work from parental leave at an earlier time than originally approved.
- 52.24. A staff member may request to return to work from parental leave on a part-time basis until the child reaches school age. The **University** will consider the request having regard to the staff member's circumstances, and provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace and the **University's** operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of services.

53. Long Service Leave

- 53.1. Staff members are entitled to 9.1 weeks of long service leave on **Full Pay** after 7 years of **Service**, accruing at 1.3 weeks for every additional year of **Service** after that. Part time staff will accrue long service leave on a pro rata basis.
- 53.2. Staff can double the period of leave by taking all or part of the leave on **Half Pay**.
- 53.3. Subject to clauses 53.4 and 53.5, a staff member may take all or part of their accrued long service leave entitlement for a continuous period, provided that the period is not less than one day.

Taking Long Service Leave

- 53.4. Where a staff member has an accrued entitlement to take long service leave, the **University** will grant the staff member's request as soon as practicable after receiving the request unless the **University** has reasonable business grounds to refuse the request. The staff member and their **Supervisor** will consult about agreeing to mutually acceptable dates when the leave must be taken, The dates will be agreed having regard to the staff member's preferred dates and the operational needs of the **University**.
- 53.5. Where a staff member has an accrued entitlement in excess of 15 weeks, they may be directed by People Services, to take at least 9 weeks' leave, with at least 12 weeks' written notice. The leave dates will have regard to the staff member's preferred dates, but if no agreement is reached, their **Supervisor** may specify the dates the leave will be taken. The staff member will be regarded as being on leave for such period and their accrued entitlement to long service leave will be reduced accordingly.
- 53.6. If a staff member is ill for 2 or more consecutive days while on long service leave, and they have an accrued but untaken entitlement to personal leave, the staff member will be entitled to take paid personal leave, and their entitlement to long service leave will be re-credited accordingly. The staff member must provide a **Medical Certificate** or statutory declaration for the period of the illness.
- 53.7. Where a **University Holiday** occurs during the period that a staff member is on long service leave, no deduction will be made for that day from their long service leave entitlement.
- 53.8. Staff are entitled to payment in lieu of untaken accrued long service leave as at the date of termination of employment, in accordance with applicable long service leave legislation and where:
 - (a) the staff member's employment at the **University** terminates after 7 years or more **Service**, including recognised service with another employer; or
 - (b) if after four years of **Service** at the **University**, the staff member retires on the grounds of age or ill-health or the staff member dies; or
 - (c) if after one year of **Service** at the **University**, the staff member's employment terminates on the basis of redundancy, as per clause 69.
- 53.9. The amount of the payment in lieu will be calculated on a daily basis equivalent to 1.3 weeks' leave per year of **Service**.

Sessional Academic or Casual Professional Staff

- 53.10. Sessional academic or casual professional staff who have had 7 or more years of **Service** (including during this period any other type of employment in this **Agreement**) are entitled to long service leave calculated in accordance with applicable long service leave legislation. Prior service and continuous service will be determined in accordance with applicable long service leave legislation. For long service leave purposes, casual employment with the **University** is regarded as continuous if there is no more than an absence of 20 weeks between each instance of employment in the period.

Previous Sessional Academic or Casual Professional service

- 53.11. Staff, who are not sessional academic or casual professional staff, are only entitled to recognition of prior sessional or casual professional service if that service is continuous (as defined by clause 9).

54. Other Leave

54.1. Staff members are entitled to the leave entitlements in the table below. Leave for part-time staff is calculated on a pro-rata basis. The evidence and notice requirements are set out below and in **University** procedure. The entitlements do not apply to sessional academic or casual professional staff, save for **Family and Domestic Violence** leave, unpaid Compassionate Leave and Trade Union Training Leave.

Leave Type	Entitlement	When can leave be taken	Notice & Evidence
(a) Blood Donor Leave	Full Pay for 1 visit per calendar month.	When donating blood at a time mutually agreed with the Supervisor .	Refer to University procedure.
(b) Court and Tribunal Leave	<p>Entitled to be absent from work on Full Pay for the Ordinary Hours of Work the staff member would have otherwise worked for the duration of the attendance.</p> <p>Any fee paid to the staff member for their attendance will not be deducted from the payment made to the staff member by the University.</p>	<p>When the staff member is required to attend a court or tribunal for jury service (including attendance for jury selection), after being subpoenaed as a Crown witness, after being subpoenaed to give evidence on a matter that directly relates to their employment or upon being summonsed to appear in proceedings under the <i>Fair Work Act 2009</i> (Cth) or regulations made under that Act.</p> <p>A staff member required to attend a court or tribunal while on long service or recreation leave is entitled to Court or Tribunal Leave and adjustments will be made to their recreation and long service leave balances for the period they attend the court or tribunal.</p>	Refer to University procedure.
	Entitled to unpaid leave to appear in court or tribunal for other reasons than set out in this clause (b).	For the period of the required appearance.	Refer to University procedure.
(c) Defence Force Leave	Entitled to Full Pay for 14 days, or up to 18 days where the commanding officer of the relevant service certifies that the camp exceeds 14 days, less any pay received by the staff member, including marriage and separation allowances, by	<p>A staff member who is a member of the Australian Defence Reserve Forces (ADRF) is entitled to leave to attend an annual training camp.</p> <p>Leave will be for the purpose of attending in any</p>	Refer to University procedure.

	reason of attendance at any such school, class or course.	1 calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the ADRF.	
(d) Compassionate Leave	Up to 5 days for each occasion on Full Pay , except for sessional academic and casual professional staff, who are entitled to 3 days' unpaid Compassionate Leave for each occasion. This entitlement is not calculated on a pro-rata basis. In special circumstances, the Vice-Chancellor may grant further paid leave (or unpaid leave for sessional academic or casual professional staff).	Staff members can take compassionate leave if: <ul style="list-style-type: none"> • a member of the staff member's Immediate Family or household, dies or experiences serious illness or serious injury; • a child of the Immediate Family or a member of the staff member's household is stillborn. 	Refer to University procedure
(e) Emergency Services Leave	A staff member who engages in a Voluntary Emergency Management Activity is entitled to Full Pay for the duration of the activity.	When taking part in a Voluntary Emergency Management Activity .	Refer to University procedure.
(f) Sporting Leave	Full Pay for participation in Olympic and Commonwealth Games. For all other cases, unless the Vice-Chancellor determines otherwise, leave will be unpaid. The period of leave will be for the period of actual competition together with reasonable travel time to and from the competition venue, and will not exceed 4 weeks in the aggregate in any year of Service unless the Vice-Chancellor determines otherwise.	When participating as a competitor or accredited official in an interstate, national or international sporting competition, or in a Country Weeks sports (only when the Vice-Chancellor is satisfied the University can function satisfactorily in the staff member's absence).	Refer to University procedure.

<p>(g) Special Leave</p>	<p>Paid or unpaid leave, at the Vice-Chancellor's discretion.</p>	<p>Where the staff member is experiencing difficult personal circumstances, if granted by the Vice-Chancellor.</p> <p>For example, a staff member who:</p> <ul style="list-style-type: none"> • experiences a pregnancy loss before 20 weeks; • has insufficient personal leave and becomes very unwell; or • needs to respond or is impacted by a natural disaster. 	<p>Refer to University procedure.</p>
<p>(h) Family and Domestic Violence Leave</p>	<p>A staff member is entitled to 10 days of leave on Full Pay in a 12-month period. Leave does not accumulate from year to year and cannot be paid out on termination of employment. The staff member is entitled to paid special leave at the Vice-Chancellor's discretion and may also exercise existing leave entitlements.</p>	<p>Where a staff member is experiencing domestic or family violence.</p> <p>The University has policies and procedures to support staff who are experiencing domestic or family violence.</p>	<p>The University may require proof such as documentation from the police, court, community or government agencies, counselling services or a statutory declaration.</p>
<p>(i) Cultural Leave</p>	<p>Up to 10 days leave on Full Pay per year. Leave does not accumulate from year to year and cannot be paid out on termination of employment.</p>	<p>A staff member who identifies as Aboriginal or Torres Strait Islander is entitled to access cultural leave to prepare for, or attend ceremonial, community and familial obligations or other relevant cultural duties and events.</p>	<p>Refer to University procedure.</p>
<p>(j) Religious Purposes Leave</p>	<p>Up to 3 days' unpaid leave per calendar year.</p>	<p>For the observance of religious occasions.</p>	<p>Refer to University procedure.</p>
<p>(k) Spouse/De Facto Partner Travel Leave</p>	<p>Unpaid leave for the whole period with the ability to use accrued recreation or long service leave entitlements.</p>	<p>When a professional staff member's Spouse or De Facto Partner is employed by the University and the travel is required for work purposes.</p>	<p>Refer to University procedure.</p>

(l) Contesting Elections Leave	Unpaid leave for the whole period with the ability to use accrued recreation or long service leave entitlements.	For the period between close of nominations and declaration of the ballot at parliamentary elections.	Refer to University procedure.
(m) Arbitration Leave	For conduct of a case, leave will be on Full Pay . For preparation of a case, leave will be unpaid and will not exceed 3 months in any 12 month period.	For a staff member affected by any relevant proceedings under the <i>Fair Work Act 2009</i> (Cth) or regulations under the Act. Leave will not be granted to more than two affected staff members at any one time in respect of the same proceeding.	Refer to University procedure.
(n) Trade Union Training Leave	Full Pay of up to 5 working days in any 1 calendar year. Paid leave in excess of 5 days and up to 10 days working days may be granted in any one calendar years subject to the total leave granted in that year and the subsequent year not exceeding 10 days.	For a staff member to attend trade union training courses or seminars, subject to the operational requirements of the University . The scope, content and level of the courses must contribute to a better understanding of industrial relations. Any short course conducted by or with the support of the Trade Union Education Foundation or any body approved by the University will be considered as contributing to a better understanding of industrial relations.	Refer to University procedure.
(o) Infectious Disease Leave	Full Pay for the period they are required to be absent from work. Leave will not be deducted from sick leave credits.	Staff who contract an infectious disease classified as notifiable to the Victorian Department of Health and Human Services, or are required by a medical practitioner to remain in isolation due to contact with a person who has a notifiable infectious disease.	Notice to be given to Supervisor prior to absence or as soon as reasonably practicable. Notice to include estimated length of the absence. A Medical Certificate is to be provided stating that the staff member is to remain in isolation due to contact with a person who has a notifiable infectious disease.
(p) Repatriation Leave	Up to 15 days' leave on Full Pay for each completed year of Service, accumulating year to year provided that the total accumulated	Staff with illnesses arising from disabilities certified by the Department of Veterans' Affairs as having directly	Notice to be given to Supervisor prior to absence. Notice to include estimated length of the absence. If prior notice is not given, notice must be given within

	<p>leave will not exceed 100 days at any time.</p> <p>Leave will not be deducted from sick leave credits.</p>	<p>resulted from their war service.</p>	<p>an hour of normal starting time on the day of the absence. A medical certificate certified by the Department of Veterans' Affairs.</p>
<p>(q) Gender Affirmation Leave</p>	<p>Up to 30 days' leave on Full Pay to be used at the staff member's discretion. This leave entitlement can only be accessed on one occasion per staff member and is not calculated on a pro-rata basis.</p> <p>The staff member may also be entitled to further paid special leave at the Vice-Chancellor's discretion.</p>	<p>Staff requiring leave to undertake a gender affirmation or to define their gender identity.</p>	<p>Refer to University procedure.</p>

55. Leave to count as service

55.1. The following periods will count as **Service** in determining the entitlements of a staff member to leave and for all other service-related entitlements:

- (a) any period of paid leave, with long service leave taken on half-pay counting as normal service;
- (b) any period of personal leave without pay not exceeding, in the aggregate, 20 working days in any year of service;
- (c) any period of parental leave taken by a staff member who is pregnant not exceeding 26 weeks (with the exception of any period of unpaid parental leave in excess of 26 weeks);
- (d) any period of primary carer's leave not exceeding 18 weeks;
- (e) any period of unpaid leave for the purpose of contesting elections to Federal or State Parliament;
- (f) any other period of unpaid leave, whether continuous or in the aggregate, not exceeding 20 days in any years of service; and
- (g) any period of workers compensation leave not exceeding 52 weeks.

55.2. Clause 55.1 does not apply in respect of long service leave. Leave to count as **Service** in respect of long service leave is determined in accordance with applicable long service leave legislation.

56. Workers Compensation Leave and Make-Up Pay

56.1. Staff who receive compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, or other state equivalent legislation, will be granted leave in accordance with this clause. This leave will be paid at the rate of pay payable to the staff member prior to the injury, less any overtime, travelling allowance, incidental expenses, payment of a temporary nature, any amount payable as compensation, and any amount the staff member is earning during employment by reason of partial incapacity, whether the employment is with the **University** or any other employer.

56.2. The **University** will make a return to work offer of duties as part of the return to work process. Failure to respond to the offer within 5 working days and/or failure to accept the offer other than on medical grounds will lead to the cessation of the make-up leave payments under clause 56.1 until a return to work occurs. The period of cessation will be included in

the calculation of the entitlement under clause 56.3. The return to work offer of duties is an offer of temporary, alternative or modified duties as part of a return to work place. It does not constitute an offer of suitable employment.

- 56.3. Leave granted under this clause will be from the date of first absence to the 12 month anniversary of that absence in respect of any one injury.
- 56.4. Where a second claim for make-up pay originates within the term of the first claim, the 12 month period will start again from the date of the second injury.
- 56.5. Staff returning to work on a return to work arrangement should, wherever possible, minimise requests for planned leave whilst they transition into this arrangement.

57. University Holiday and Christmas Close Down Period

- 57.1. The **University** will recognise the following public holidays as **University Holidays** - New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, King's Birthday, AFL Grand Final Eve, Melbourne Cup Day, Christmas Day, Boxing Day and other gazetted public holidays in Melbourne.
- 57.2. A staff member may request to substitute the Australia Day **University Holiday** for an alternative day in January of the same year. The staff member's preferred substitute day must be taken on a day agreed to by their **Supervisor** based on the operational requirements of the work area.
- 57.3. A staff member who substitutes Australia Day for another day shall only receive their **Ordinary Rate of Pay** for working on Australia Day.
- 57.4. Where the **University Holiday** falls on a day when the staff member would be required to work, the staff member is entitled to be absent from work on that day without loss of pay.
- 57.5. The **University** will close for five working days in addition to the **University Holidays** which fall during the Christmas and New Year period. All continuing staff members and staff members employed for a period of **Fixed-Term Employment** will receive five paid days leave during the specified **University** closedown without deduction from their leave entitlements.
- 57.6. If Anzac Day, Christmas Day, Boxing Day or New Year's Day fall on a weekend, the next available working day will be taken as a substitute **University Holiday**.
- 57.7. If a staff member (except sessional academic or casual professional staff) is required by their **Supervisor** to work on a day(s) that falls within the specified **University** close down period, the staff member will be paid:
 - (a) on any day that is not a **University Holiday** – their **Ordinary Rate of Pay** for the hours worked. For the avoidance of doubt, that is in addition to the paid leave entitlement for the day set out in clause 57.5; or
 - (b) on any day that is a **University Holiday** prescribed in clause 57.1 – overtime rates in accordance with clause 44.11.

PART 7. What happens when there are significant changes that affect me?

58. Consultation on Major Workplace Change

- 58.1. Management of major workplace change is enhanced by genuine consultation between the **University**, the **NTEU** and staff members affected by the change prior to the **University** implementing major workplace change.
- 58.2. Major workplace change means changes in organisation, structure or technology that are likely to have significant effects on staff members.
- 58.3. Significant effects include, but are not limited to:
- (a) terminating the employment of staff members as a result of redundancy;
 - (b) major changes in the composition of the **University's** workforce;
 - (c) major reduction in the size of the **University's** workforce;
 - (d) eliminating job opportunities, promotion opportunities or job tenure;
 - (e) major changes to average hours of work required to be performed by professional staff members outside the span of hours set out in clause 43 of this **Agreement**;
 - (f) transferring staff members to another work location which is more than 15kms from a staff member's existing work location;
 - (g) restructuring jobs in situations involving more than two staff members within the same organisational unit; or
 - (h) proposals to outsource key services or contract out key services currently provided by staff members.
- 58.4. For the avoidance of doubt, major workplace change does not include:
- (a) the creation of or appointment to a new senior position within the **University** or change of reporting lines, unless the change results in significant effects on staff members within the meaning of clause 58.3; and
 - (b) termination of employment of a single staff member.
- 58.5. The **University** will, wherever possible, make all reasonable efforts to minimise job reductions and any adverse effects on staff members, from major workplace changes.
- 58.6. Where the **University** has developed a formal proposal to introduce major workplace change, the **University** will consult affected staff members and the **NTEU** prior to finalising a decision to proceed with the major workplace change.
- 58.7. The affected staff members and the **NTEU** will be provided with relevant material and documentation to inform them of the purpose and substance of the change. Consultation will provide sufficient opportunity for the parties to discuss the proposed major workplace change and will include an outline of the likely timeframe for change, implementation arrangements and details of the likely impacts on staff members. Unless otherwise agreed, the period of consultation with the affected staff members and the **NTEU** at this stage of consultation will normally not exceed two weeks.
- 58.8. The parties will endeavour to respond in a timely manner to matters raised during the consultation. The **University** will respond to any written feedback provided by affected staff members or the **NTEU**.
- 58.9. If any formal feedback is provided by staff members or the **NTEU** suggesting options to mitigate adverse effects on staff members or suggesting alternative proposals to that originally proposed by the **University**, the **University** will take a further period of up to two weeks to consider the alternative proposal before finalising its position. Implementation of any changes under this clause will be undertaken as expeditiously as possible.
- 58.10. Staff members directly affected by the change proposal referred to in clause 58.5 may, in their feedback, nominate for redeployment within the **University**, for retraining, options for taking leave, early retirement, conversion to fixed-term pre-retirement contract and/or voluntary conversion to part-time or other arrangements, to minimise potential retrenchments. The **University** will make reasonable endeavours to redeploy staff members who nominate for redeployment and give reasonable consideration to any nominations from the staff members before implementing any termination for involuntary redundancy. This process will not delay the consultation or any other **University** process.

Changes to regular rosters

- 58.11. Where the **University** proposes to make changes to the staff members' regular roster or **Ordinary Hours of Work**, the **University** will consult with affected staff members prior to finalising a decision to proceed with the change.
- 58.12. The **University** will:
- (a) provide information to affected staff members about the change;
 - (b) invite affected staff members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) give genuine consideration to those views about the impact of the change.
- 58.13. The staff member may be assisted by a **Representative** in consultation, including the **NTEU**.
- 58.14. This clause does not apply to changes to regular rosters or **Ordinary Hours of Work** when those changes are part of an agreement with a staff member in accordance with clauses 40 or 43 of this **Agreement** or which are part of the process of allocation of academic workload in accordance with clause 48.
- 58.15. Where the **NTEU** requests relevant material and documentation about change under clause 58, and it includes confidential or commercially sensitive information, the **University** and the **NTEU** will discuss and agree on appropriate confidentiality undertakings in relation to the disclosure of any confidential or commercially sensitive information, prior to the provision of such information.

59. Dispute Settling Procedures

- 59.1. The **Parties** have an interest in the proper application of this **Agreement** and in resolving disputes about its proper application in a timely manner. This clause sets out the procedures for preventing and settling disputes between the **Parties** about:
- (a) matters arising under this **Agreement**; or
 - (b) matters arising under the National Employment Standards; or
 - (c) whether the **University** had reasonable business grounds to refuse:
 - i. a request for flexible work arrangements; or
 - ii. a request to extend unpaid parental leave for a further period of up to 12 months.
- 59.2. Where the **NTEU** or a staff member wishes to initiate a dispute, they must do so in writing to the Chief People and Culture Officer, specifying the matter in dispute, why it is disputed and any options for resolution. Where the **University** wishes to initiate a dispute they will notify the **NTEU** in writing, specifying the matter in dispute, why it is disputed and any options for resolution.
- 59.3. The parties to the dispute will endeavour to resolve the matter within 10 working days. Any resolution will be in the form of a written agreement between the parties to the dispute.
- 59.4. The Chief People and Culture Officer will notify the Deakin **University NTEU** Branch President of the dispute should the **NTEU** not be involved in the processes under clauses 59.2 or 59.3.
- 59.5. Until five working days after the procedures described in clause 59.3 have been exhausted:
- (a) work will continue in the normal manner;
 - (b) no industrial action will be taken by any party to the dispute;
 - (c) the parties to the dispute will not change the work, staffing or the organisation of the work if this is the subject of dispute, nor take any action likely to exacerbate the dispute; and
 - (d) the subject matter of the dispute will not be taken to the Fair Work Commission.
- 59.6. If the dispute remains unresolved following the steps set out in clauses 59.2 to 59.4, the matter may be referred to the Fair Work Commission by any party to the dispute for conciliation and/or arbitration. If within 40 working days no action is taken by either party to:

- (a) refer the dispute to the Fair Work Commission; or
- (b) notify the other party in writing that the dispute has not been resolved (and the dispute is then referred to the Fair Work Commission within a further 40 working days), the dispute will be deemed to be automatically concluded unless the parties otherwise agree.

60. Staff Grievances Procedures

- 60.1. A staff member, other than a Head of School, Department or **Institute** of the **University**, may lodge a grievance in accordance with this clause, seeking a review of action or decision (including inaction or indecision) that directly affects the staff member which they consider is unfair or unreasonable.
- 60.2. The Chief People and Culture Officer may dismiss a grievance where:
 - (a) alternative procedures exist;
 - (b) the action or decision (including inaction or indecision) occurred more than 12 months ago;
 - (c) the grievance is frivolous and/or vexatious and/or an abuse of process;
 - (d) the grievance is not directly relevant to rights and obligations in the employment relationship;
 - (e) the Vice-Chancellor or the Chief People and Culture Officer has made a decision in relation to the matter under another clause in this **Agreement** or under a **University** procedure;
 - (f) the same matter is being or has been dealt with under the dispute settling procedures in clause 59; and/or
 - (g) the matter relates to appointments and/or decisions of the **University** Council.
- 60.3. In the first instance, staff are encouraged to resolve work-related problems or issues through informal means and at the local work area prior to following this formal grievance procedure:
 - (a) a staff member's **Supervisor** or a staff member from the People and Culture Division may recommend and support the staff member in informal means to resolve a matter prior to lodging a formal grievance under this clause.
 - (b) informal measures may include further or assisted/facilitated discussions between the staff member and the other party or parties.
- 60.4. If the grievance cannot be resolved informally, the staff member or the **Supervisor** may, within five working days, refer the grievance in writing to the Chief People and Culture Officer. The grievance will outline the nature of the staff member's concerns and the outcomes sought.
- 60.5. The Chief People and Culture Officer will refer the matter to another staff member in the People and Culture Division who will attempt to resolve the grievance as soon as practicable. The staff member in People and Cultures Division will determine the best course of action, which may include the following: relevant information gathering, arranging for conciliation or mutually agreed mediation, or arranging for a formal investigation of the matter.
- 60.6. Where the grievance is resolved, an appropriate record of the resolution should be made, provided to the staff member and other relevant parties and retained by the People and Culture Division.
- 60.7. If the grievance remains unresolved, the staff member may within five working days request that the grievance is referred to an impartial investigator appropriate to the particular matter. The Chief People and Culture Officer will consider the request and will reasonably determine whether it is appropriate to refer the grievance to an investigator, and if so, the grievance will be referred to an investigator who will:
 - (a) investigate the grievance as expeditiously as possible;
 - (b) conduct the investigation fairly and impartially; and
 - (c) have access to all relevant documents and material.
- 60.8. The investigator will provide a confidential report on their findings and any recommendations to resolve the grievance to the Chief People and Culture Officer. The report will be provided within 15 working days of receipt of the grievance by the investigator unless delayed on reasonable grounds, in which case the report will be provided as soon as is practicable. The staff member will be kept informed of progress of the matter.

60.9. The Chief People and Culture Officer will consider the report's findings and any recommendations before determining whether to accept the report, either wholly or partly. A confidential summary of the investigation findings and the Chief People and Culture Officer's decision regarding any action(s) will be communicated to the staff member(s) and other relevant parties to the grievance in writing.

60.10. A grievance will end if:

- (a) it is withdrawn in writing by the staff member at any stage in this process; or
- (b) a resolution is reached, including in accordance with clause 60.3 or 60.5; or
- (c) it is dismissed by the Chief People and Culture Officer in accordance with clause 60.2; or
- (d) it is not progressed within the timeframes specified in clauses 60.4 and 60.7 and there is no reasonable explanation for the delay; or
- (e) the investigator determines at any time that the grievance is frivolous, vexatious, an abuse of process or not relevant to the employment relationship; or
- (f) the Chief People and Culture Officer has made a determination under clause 60.2 or 60.9.

PART 8. How does performance development and review apply to me?

61. Performance Planning and Review

- 61.1. The Performance Planning and Review process (**PPR process**) forms the basis of the **University's** performance and development framework. It provides a systematic and impartial means of ensuring that individual performance is aligned with the **University's** strategic goals, and assists staff members to achieve individual career goals. Further information about the **PPR process** is set out in **University** policy.
- 61.2. All staff, except sessional academic and casual professional staff engaged for less than 12 months, must participate in the **PPR process**.
- 61.3. Staff are required to satisfactorily meet the requirements of their position description and individual performance objectives and standards. Individual performance objectives and standards will be agreed with the staff member annually. The staff member will not unreasonably withhold their agreement. Broadly speaking, the **PPR process** will include:
- (a) performance objectives and standards that are consistent with the substantive classification and individual career goals of the staff member;
 - (b) performance objectives and standards that are aligned with achievement of the strategic directions and goals of the **University**;
 - (c) identification of staff member development and career objectives;
 - (d) review and feedback based upon the objectives and standards;
 - (e) recognition and reward of high performing staff members; and
 - (f) identification of actions to address areas of concern with performance.
- 61.4. As part of the annual review, the performance of the staff member will be rated.
- 61.5. Where a staff member has serious and/or persistent unsatisfactory performance, they may be subject to the disciplinary process in clause 65 at any stage of the **PPR process**.

62. Performance Recognition

The **University's** Performance, Development and Recognition procedure provides mechanisms to recognise consistently high performance by staff members. In the case of professional staff, this may include the payment of a performance bonus of up to 5% of their base **Salary**.

63. Staff Development

- 63.1. The **University** is committed to developing its staff through a range of relevant learning and development activities, including practical experiences, informal feedback and instruction, team or unit development activities, conference attendance and study for formal qualifications.
- 63.2. The **PPR process** provides the opportunity for staff members, in collaboration with their **Supervisor**, to identify development needs and activities in relation to their immediate role and also their future career with the **University**.
- 63.3. The **University** will provide learning and development opportunities for staff to develop their skills and effectiveness within the **University** and to promote improved performance and efficiency.
- 63.4. Academic staff are eligible to apply for Academic Study Program (ASP) in accordance with **University** policy. The **University** will recognise prior, continuous, paid full-time **Service** with other Australian higher education institutions as qualifying service when considering applications for ASP. The period of **Service** will not be recognised if the break in **Service** from when the staff member ceased employment with the other Australian higher education institution and commenced employment with the **University** is more than two months. If a staff member has previously undertaken an ASP (or similar, however named), that period will be taken into account when the **University** is considering the application.

- 63.5. Professional staff may apply for study support, secondment/exchange, mentoring and other development opportunities in accordance with the **University's** professional development policies and procedures.

PART 9. When can employment be terminated, or other disciplinary action imposed?

64. Termination of Employment

- 64.1. All decisions to terminate the employment of a staff member must be in accordance with the applicable provisions of this **Agreement**.
- 64.2. The only circumstances under which a decision to terminate employment can be taken are:
- (a) probation (clauses 16.5, 21 and 22);
 - (b) research continuing employment (contingent funded) (clause 17);
 - (c) redundancy (clause 16.11, 69);
 - (d) termination of fixed-term employment (clause 16.5);
 - (e) discipline (clauses 65, 66 and 67);
 - (f) termination on the grounds of ill-health (clause 71);
 - (g) traineeships (Schedule E).
- 64.3. For the avoidance of doubt, this clause does not preclude cessation/termination in circumstances of abandonment of employment or frustration of the employment contract.
- 64.4. Prior to the termination of employment, the **University** will ensure that any procedural step related to the termination that is required by this **Agreement** to be undertaken by the **University** is fulfilled and any payment required to be made by the **University** is made.

65. Disciplinary Action for Unsatisfactory Performance

- 65.1. Where a staff member's performance is considered unsatisfactory (as defined in clause 65.10), the **University** will:
- (a) counsel the staff member about their unsatisfactory performance;
 - (b) give the staff member clear and reasonable expectations about the required standards of performance in a performance improvement plan; and
 - (c) give the staff member a reasonable period of time to demonstrate performance against those expectations.
- 65.2. The performance improvement plan:
- (a) must specify the required performance standard (which must be reasonable having regard to the level and duties of the position);
 - (b) must specify the nature of the improvement required and time within which reasonable improvement is expected; and
 - (c) may include a requirement to undertake professional development or training to assist in performance improvement.
- 65.3. Where the above process has not led to improvement in performance to the required standard, disciplinary action may be taken against the staff member. If disciplinary action is to be taken, the staff member will be advised in writing of the unsatisfactory performance, including details of any relevant facts and documentation.
- 65.4. The staff member will be provided with a reasonable opportunity to be heard and to make a written submission, within 10 working days, in relation to the unsatisfactory performance.
- 65.5. The staff member's response and relevant evidence will be considered by the **Supervisor / Head of Organisational Unit**, in conjunction with the People and Culture Division, and may be referred to the Vice-Chancellor (in the case of academic staff), or the Chief People and Culture Officer (in the case of professional staff). The report will include details of the unsatisfactory performance and staff member's response.
- 65.6. The Vice-Chancellor or the Chief People and Culture Officer will consider the report and make a decision about what, if any, disciplinary action should be taken against the staff member. The Vice-Chancellor or the Chief People and Culture Officer may seek additional information if they consider it necessary.

- 65.7. The Vice-Chancellor or the Chief People and Culture Officer will satisfy themselves that appropriate steps have been taken to bring the unsatisfactory performance of the staff member to the staff member's attention, that an adequate opportunity to respond was given and that any response was taken into account.
- 65.8. The staff member will be notified in writing of any decision to take disciplinary action against them.
- 65.9. Except where the staff member seeks a review in accordance with clause 67 of a decision to terminate or demote, the decision of the Vice-Chancellor or Chief People and Culture Officer under this clause is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

Definitions, principles and general provisions

- 65.10. Unsatisfactory performance means a serious and/or persistent failure of the staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:
 - (a) the nature and purpose of the position;
 - (b) its classification; and
 - (c) any representations made by the staff member at the time of selection for employment or selection/promotion to the staff member's current position or level.
- 65.11. Disciplinary action means:
 - (a) formal censure, warning or counselling;
 - (b) demotion to a lower classification or increment and/or transfer to another position;
 - (c) suspension with or without pay; or
 - (d) termination of employment.
- 65.12. Disciplinary action for unsatisfactory performance must take place in accordance with this clause, except when the staff member is within their probationary period/qualifying period of employment.
- 65.13. All issues will be dealt with applying principles of procedural fairness and natural justice.
- 65.14. If at any stage during the procedures under this clause the **University** finds that the details of the unsatisfactory performance should be amended or new details added, the staff member must be advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by the **University**.

66. Misconduct and Serious Misconduct

- 66.1. If an allegation of misconduct or serious misconduct (as defined in clauses 66.15 and 66.16) is made, the staff member will be:
 - (a) advised in writing of the alleged misconduct or serious misconduct, including details of the allegations and whether they are considered to be serious misconduct; and
 - (b) given a reasonable opportunity to be heard and/or to make written submissions, within 10 working days, in relation to the allegations.
- 66.2. If the staff member admits to the allegations, and if appropriate in the **University's** view, the **University** may give the staff member a reasonable opportunity to improve their conduct, and otherwise the matter will be considered by the Vice-Chancellor under clause 66.6.

Suspension and additional allegations

- 66.3. Where an allegation of serious misconduct has been made against a staff member, the Chief People and Culture Officer may, at any stage during the procedures under this clause, suspend the staff member, either with or without pay, until the conclusion of the matter provided that:

- (a) with the approval of the Chief People and Culture Officer the staff member may draw on any accrued entitlement to recreation leave or long service leave for the duration of the suspension without pay;
- (b) the Chief People and Culture Officer may at any time direct that **Salary** be paid, in part or in full, on the grounds of hardship for the period of the suspension or a part period;
- (c) the Chief People and Culture Officer may at any time reconsider the issue of the suspension of the staff member.

66.4. While suspended, the staff member will be excluded from the **University** or any identified parts of the **University**, but will be permitted reasonable access to the **University** to prepare their case and to collect personal property.

66.5. If at any stage during the procedures under this clause, it is found that the allegation(s) should be amended or new allegations added, or the allegation(s) contains additional elements which amount to serious misconduct, the staff member must be advised of this in writing and be given a further reasonable opportunity to be heard and to make written submissions prior to any further steps being taken by the **University**.

Decision

66.6. The Vice-Chancellor will consider the allegation(s) and the staff member's response.

66.7. The Vice-Chancellor may seek additional information prior to making their decision if it is considered necessary.

66.8. The Vice-Chancellor may determine that allegation(s) of serious misconduct amount only to misconduct.

66.9. The Vice-Chancellor will advise the staff member in writing of their decision as to whether there was misconduct and/or serious misconduct. If there was misconduct and/or serious misconduct, the Vice-Chancellor will notify the staff member of their decision, any disciplinary action and of the operative date of that disciplinary action.

66.10. The staff member's employment may be terminated without notice (or payment in lieu) if they have engaged in serious misconduct. If the Vice-Chancellor's decision is to terminate for serious misconduct without notice, that decision will take effect at the end of 10 working days after notification under clause 66.9, or if the staff member seeks a review in accordance with clause 67 and the original decision is confirmed under clause 67.9 and 67.10, will take effect at that time.

66.11. If the Vice-Chancellor determines that no disciplinary action will be taken and the staff member has been suspended under clause 66.3, the staff member will be reinstated at no loss of **Salary** or conditions.

66.12. Except where the staff member seeks a review in accordance with clause 67 of a decision to terminate or demote, the Vice-Chancellor's decision under clause 66.9 is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

Definitions, principles and general provisions

66.13. All issues will be dealt with, applying principles of procedural fairness and natural justice.

66.14. In the case of misconduct and/or serious misconduct matters concerning professional staff members, a reference to the Vice-Chancellor in this clause should be read as a reference to the Chief People and Culture Officer.

66.15. Misconduct means:

- (a) conduct which is not serious misconduct; and
- (b) is unsatisfactory conduct (including, but not limited to, breaches of the **University's** Code of Conduct); or
- (c) research code breach (clause 68).

66.16. Serious misconduct means:

- (a) serious misbehaviour which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties (including, but not limited to, breaches of the **University's** Code of Conduct);

- (b) serious dereliction of the duties required of the position;
- (c) theft or fraud;
- (d) serious research code breach (clause 68); or
- (e) conviction by a court of an offence where that offence constitutes a serious impediment to the carrying out of a staff member's duties or functions or to a staff member's colleagues carrying out their duties or functions.

Examples of conduct which may constitute serious misconduct are:

- (f) assault; or
- (g) repeated incidents of misconduct; or
- (h) serious or repeated bullying or harassment
- (i) sexual harassment
- (j) wilful and/or gross breach of the staff member's contract of employment, the **University's** policies, regulations or the **University's** Code of Conduct, such that it would be unreasonable to continue the staff member's employment.

66.17. Disciplinary action means:

- (a) formal censure, warning or counselling;
- (b) demotion to a lower classification or increment and/or transfer to another position;
- (c) physical relocation at the staff member's campus location or suspension of access to certain **University** locations or equipment having regard to the nature of the misconduct or serious misconduct;
- (d) temporary suspension with or without pay; or
- (e) termination of employment.

66.18. In cases of misconduct only, disciplinary action is limited to the matters set out in clauses 66.17(a) to 66.17(d).

66.19. Disciplinary action for misconduct or serious misconduct must take place in accordance with this **Agreement**.

67. Review of Decision - Termination of Employment or Demotion

67.1. If a decision made under clauses 65 or 66 is a decision to terminate the employment of the staff member or to demote, a staff member may seek review of the decision of the Vice- Chancellor or Chief People and Culture Officer within 10 working days of the staff member receiving notice of the decision.

67.2. In order to request a review, a staff member must provide the Chief People and Culture Officer with the following materials at the time the request is lodged:

- (a) the basis for requesting the review;
- (b) any written submissions supporting the request for review;
- (c) any documentary evidence that the staff member relies on in respect of (a) and (b).

Independent Review

67.3. If the staff member seeks a review in accordance with clauses 67.1 and 67.2, the Chief People and Culture Officer will engage an Independent Reviewer within 10 working days and provide the reviewer with the request for review and materials. The Independent Reviewer is to be agreed between the **University** and the **NTEU**.

67.4. The **University** will provide the Independent Reviewer with its submissions and any supporting materials within 10 days of the request for review.

67.5. The Independent Reviewer will report their findings and recommendations to the staff member and the Vice-Chancellor or Chief People and Culture Officer outlining:

- (a) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance (in the case of reviews of decisions under clause 65) or misconduct/serious misconduct (in the case of reviews of decisions under clause 66);
- (b) whether there has been a substantial flaw in following the procedures of this clause; and

(c) make a recommendation (if any) about disciplinary action in light of the matters outlined in (a) and (b).

- 67.6. The Independent Reviewer will consider material provided in accordance with clauses 67.2 and 67.4. The Independent Reviewer may seek additional information if the Independent Reviewer considers that this is necessary.
- 67.7. The Independent Reviewer will provide their report within 10 working days of receiving the **University's** submissions to the Vice-Chancellor or the Chief People and Culture Officer of the matters in clause 67.5. The Chief People and Culture Officer will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to 10 working days.

Further consideration of termination or demotion decision

- 67.8. The Vice-Chancellor (or in the case of decisions concerning professional staff under clause 65 or 66, the Chief People and Culture Officer), having considered the Independent Reviewer's report, may confirm the original decision or may reconsider the preliminary decision and determine what, if any, disciplinary action should be taken. The Vice-Chancellor or Chief People and Culture Officer may seek additional information if the Vice-Chancellor or Chief People and Culture Officer considers that this is necessary.
- 67.9. The Vice-Chancellor (or in the case of decisions concerning professional staff under clause 65 or 66, the Chief People and Culture Officer) will then advise the **Head of Organisational Unit** and the staff member in writing of the decision.
- 67.10. Where the original decision was to terminate the staff member's employment and this is confirmed, the notice period (if any) (or payment in lieu) will then apply from the written notification in clause 67.9.
- 67.11. The decision of the Vice-Chancellor or Chief People and Culture Officer will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

68. Breaches of the Research Code

- 68.1. The **University** and academic staff have specific responsibilities under the *Australian Code for the Responsible Conduct of Research* (Research Code). Nothing in this clause requires the **University** to act in a manner that would breach the Research Code as in force and as varied or replaced from time to time.

For the purposes of this clause, a "Research Code Breach" is conduct that breaches the Research Code. The guide to the Research Code sets out examples of behaviour that may constitute a breach of the Research Code.

A "Serious Research Code Breach" refers to more serious or deliberate conduct that involves:

- (a) intent or deliberation, recklessness or gross and persistent negligence; and/or
- (b) serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.

Serious Research Code Breach includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of a research breach by others.

Repeated or continuing instances of Research Code Breaches may also constitute a Serious Research Code Breach, and do so where these have been the subject of previous counselling or specific direction. A Serious Research Code Breach does not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

- 68.2. Where a complaint is received that involves issues relating to potential breach of the Research Code, the Deputy Vice-Chancellor (Research) will initially deal with the matter in accordance with the **University's** Research Conduct Policy, consistent with the Research Code.

- 68.3. Where the Vice-Chancellor has had regard to any relevant procedures, including the **University's** Research Conduct Policy, and determines that an allegation of Research Code Breach, but no allegation of Serious Research Code Breach arises, then action will be taken under clause 65 or 66 in respect of unsatisfactory performance and/or misconduct.
- 68.4. Where the Vice-Chancellor has had regard to any relevant procedures, including the **University's** Research Conduct Policy, and determines that one or more allegations of Serious Research Code Breach arise(s), then the procedures in clauses 66.1 to 66.11 will be applied as follows:
- (a) all references to serious misconduct include a Serious Research Code Breach;
 - (b) the staff member will be advised in writing of the alleged breach or breaches, including details of the allegations and that they are considered to be a Serious Research Code Breach (see clause 66.1(a));
 - (c) the staff member will be given a reasonable opportunity to be heard and/or to make written submissions, within 10 working days, in relation to the allegations (see clause 66.1(b));
 - (d) the staff member may be suspended (see clause 66.3 and 66.4 for further details);
 - (e) the allegations may be amended and/or new allegations added (see clause 66.5 for further detail);
 - (f) the Vice-Chancellor will consider the allegation(s) and the staff member's response (see clause 66.6);
 - (g) if the Vice-Chancellor:
 - i. is satisfied with the staff member's response, the Vice-Chancellor will inform the staff member and the matter will be concluded or otherwise the staff member will be advised of any issues that need to be addressed; or
 - ii. remains unsatisfied with the staff member's response to the allegation(s), if an allegation of Serious Research Code Breach is to be pursued, the Vice-Chancellor will ensure that an investigation by an investigation panel (**Panel**), subject to this **Agreement**, that meets the requirements of the Code is conducted prior to a decision of the Vice-Chancellor in accordance with clause 66.10 (see clause 68.5 below for detail regarding the composition and conduct of the **Panel**); and
 - (h) subject to clause 68.4(g)(ii), the person(s) conducting the **Panel** will determine the procedure to apply to the investigation;
 - (i) the **Panel** will provide a report to the Vice-Chancellor setting out its findings of fact in relation to the allegations;
 - (j) the Vice-Chancellor may seek additional information prior to making their decision if necessary (see clause 66.7);
 - (k) the Vice-Chancellor will consider the report and advise the staff member in writing of their decision as to whether there was a Research Code Breach and/or Serious Research Code Breach, and the operative date of any disciplinary action (clause 66.9 and 66.17);
 - (l) the Vice-Chancellor may determine that allegation(s) of Serious Research Code Breach amount only to a Research Code Breach (see clause 66.8);
 - (m) the staff member's employment may be terminated without notice if they have been found under these provisions to have engaged in a Serious Research Code Breach (see clause 66.10);
 - (n) if the Vice-Chancellor determines that no disciplinary action will be taken and the staff member has been suspended, the staff member will be reinstated at no loss of **Salary** or conditions (see clause 66.11);
 - (o) the Vice-Chancellor's decision is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to determine the matter (see clause 66.12).
- 68.5. In relation to a **Panel** under clause 68.4(g)(ii), the Vice-Chancellor will confer with the Deakin University **NTEU** Branch President to ensure:
- (a) that the chair of the **Panel** is experienced in the conduct of tribunals of fact; and
 - (b) the **Panel** includes:
 - i. at least one member with sufficient expertise and standing in a discipline relevant to the allegation of Research Code Breach and/or Serious Research Code Breach such that that member will be capable of understanding and assisting the other members of the **Panel** to understand any technical, research or scientific questions which may be in dispute, but who will be seen as clearly independent of any other participants (the parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the **University** may in the circumstances not be a staff member); and
 - ii. at least one staff member with expertise in investigating research code breaches, either through their academic study or through the administration of research. The parties agree that this may require a nominee who is not a **University** staff member.

- 68.6. For the purposes of an investigation in relation to allegations of a Serious Research Code Breach, a staff member may with the consent of the person(s) conducting the investigation be assisted by a **Representative**.
- 68.7. Notwithstanding these procedures, where the Vice-Chancellor considers that the allegations of a Serious Research Code Breach may involve action in concert between employees of more than one employer, the relevant Chief Executive Officers (or equivalents) of the employers may agree in writing that a joint investigation be held. The procedures for such a joint investigation shall be agreed in writing between the relevant CEOs and with the Deakin University **NTEU** Branch President, provided that the **NTEU** will not withhold its agreement unnecessarily. Where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this **Agreement**.

69. Redundancy

- 69.1. Where the **University** has genuinely decided that a staff member's employment is likely to be terminated because the position of one or more staff members is no longer required to be performed by anyone for reasons of an economic, technological, structural or similar nature, including:
- (a) a decrease in student demand or enrolments in any academic course or unit or combination or mix of courses or subjects;
 - (b) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects;
 - (c) for a professional staff member, re-organisation;
 - (d) financial exigency; or
 - (e) changes in technology or work methods,

the **University** will, at the earliest reasonably practicable time, provide advice to the staff member or members concerned and the **NTEU** that the staff member's position is redundant. The advice will contain notice of the date on which the employment will end, unless the staff member is redeployed. The **University** must either provide at least 26 weeks' notice of the date of termination or make a payment in lieu of all or part of the notice, and advise the staff member of their options under clause 69.2.

Steps after notification of redundancy

- 69.2. When a staff member receives the advice provided in clause 69.1, the staff member and/or **NTEU**:
- (a) may, within 2 weeks, raise any suggestions to avoid redundancy or to mitigate against termination, such as redeployment, in which case the **University** will provide a written response within 2 weeks; and
 - (b) must within 2 weeks of receiving the advice under clause 69.1 (or within 2 weeks of receiving the **University's** response where clause 69.2(a) applies):
 - i. elect in writing to depart early;
 - ii. elect in writing to seek formal redeployment;
 - iii. seek a review of the decision to declare their position redundant, by making written application to the Chief People and Culture Officer.

- 69.3. Where the staff member elects to depart early, the benefits will be calculated under the table in clause 69.4.

Calculation of Redundancy Payment

- 69.4. A redundancy payment (inclusive of any notice required under the NES) under this clause shall be calculated on the staff member's **Salary** at the date of cessation of employment as follows:

Entitlement	Maximum entitlement in number of weeks
Severance pay of 2 weeks' Salary per completed year of Service	52 weeks
Payment in lieu of the unexpired part of the notice given in 69.1.	26 weeks

69.5. Where a staff member elects under clause 69.2 to seek redeployment, there will be a transitional period of eight weeks, unless the staff member elects a shorter period. During this time the **University** will offer support (including counselling) and, taking into account the relevant skills, experience and work preferences of the staff member:

- (a) discuss reasonable retraining options; and
- (b) offer the staff member redeployment into a suitable vacant position where such a position exists.

69.6. If at the expiry of the transition period redeployment to a suitable vacant position has not occurred, the **University** may:

- (a) terminate the staff member’s employment in which case the benefits calculated under the table in clause 69.4 will apply, provided that any staff member over the age of 45 years will receive a minimum of 13 weeks’ pay;
- (b) transfer the staff member to a position of equivalent grade and **Salary** for which the staff member is suitable having regard to matters including their qualifications, experience, and, in the case of academic staff their area(s) of academic specialisation in which case this clause no longer applies and a redundancy payment will not be made.

Where such a transfer is rejected by the staff member the **University** may terminate the staff member’s employment by giving the staff member the notice that they are entitled to under the *Fair Work Act 2009* (Cth) (or its successor).

If the staff member’s employment is so terminated, the staff member will be entitled to a redundancy payment according to the following formula:

Length of Continuous Service	Severance Pay
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	18 weeks’ pay

or

- (c) transfer the staff member to a suitable position of lower grading and maintain that staff member’s former salary level and incremental progression, in which case this clause no longer applies and a redundancy payment will not be made.

69.7. A staff member whose position is redundant will not be subject to discrimination in respect of any application for promotion or transfer to another position.

Savings Provision

- 69.8. Any staff member employed on a continuing basis by the **University** on the date the **2013 Agreement** commenced and who continues to be employed on a continuing basis by the **University** until the date of their termination under this clause will receive a payment not less than the payment they would have received had their employment been terminated under clause 21 or 22 of the **2009 Agreement**.

Letter of Certification and Expenses

- 69.9. A staff member who has been informed that their position is redundant will be entitled to reasonable leave with pay to attend up to three employment interviews and where expenses to attend such interviews are not met by the prospective employer, the staff member will be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses will be granted in respect of each interview.
- 69.10. An academic staff member whose position is redundant may request a letter signed by the Vice-Chancellor certifying that they are the occupant of a position deemed to be surplus to the requirements of the **University**. A staff member who applies for a position in a university may notify that university that they are a holder of such a letter of certification. In such a case the **University** will ensure that the selection committee concerned is aware of the letter of certification.
- 69.11. If a staff member is redeployed to a continuing position elsewhere in the **University** (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of their position being surplus to requirements and it is not reasonably practicable for the staff member to remain in their existing residence, the staff member will be entitled to all reasonable expenses as determined by the Vice-Chancellor associated with moving household to a new locality.
- 69.12. Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of their position being surplus will be reimbursed to the staff member.
- 69.13. In this clause:
- (a) service with the **University** may be affected by clause 9 and a determination as to whether service is continuous service shall be made by reference to section 22(3) of the *Fair Work Act 2009* (Cth); however, clause 9 will be determinative in relation to discounting any period of service and not the *Fair Work Act 2009*, unless such a result would contravene the *Fair Work Act 2009* (Cth); and
 - (b) prior service with the **University** provided that any period of employment prior to a break in employment in excess of six months will not count as **Service**;
 - (c) "suitable vacant position" means a vacant position:
 - i. for which a staff member meets the essential requirements; and
 - ii. which the staff member could perform satisfactorily within what is in all circumstances, a reasonable time; and
 - iii. which is to be filled at the same fraction of full-time as the staff member was employed in the redundant position (or an alternate fraction if the staff member agrees);
 - (d) "position of lower grading" is a position for which the maximum salary prescribed by this **Agreement** is lower than the maximum salary of the position held by the staff member at the time the staff member becomes redundant.

Review

- 69.14. Where a staff member has received advice under clause 69.1 that their position is redundant, they may seek review of the decision by making written application to the Chief People and Culture Officer in accordance with clause 69.2 on one or more of the following grounds and setting out the material relied upon:
- (a) the position was not genuinely redundant;
 - (b) the criteria used to select a staff member or members to be identified as excess to requirements were not fair and objective; and
 - (c) the consultation under clause 69.2 was not genuine and/or adequate.

- 69.15. The Chief People and Culture Officer will genuinely consider the review request and supporting material and determine if there is any failing in the process outlined in clause 69.14 and if so, any steps reasonably necessary to address that failing, including considering measures to avert the termination or mitigate the adverse effects of the termination. If the Chief People and Culture Officer determines that the redundancy stands and advises the staff member, the staff member will then have a further 2 weeks to elect to take early departure, in which case the payments in clause 69.6 will be made, or apply or seek redeployment in which case clause 69.5 applies.
- 69.16. The Chief People and Culture Officer's decision will be final, but does not prevent any court or tribunal which, but for this clause, would be competent to deal with the matter, from dealing with the matter.
- 69.17. References in clauses 69.14 - 69.16 to the Chief People and Culture Officer will be taken to be references to the Vice-Chancellor where the original decision-maker under clause 69.1 was the Chief People and Culture Officer.

70. Managing Ill-Health

- 70.1. Where there is a reasonable basis for doubt as to a staff member's capacity to perform their duties due to illness or injury, the Vice-Chancellor may direct the staff member in writing to undergo a medical examination by a medical practitioner, chosen by the **University**, at the **University's** expense.
- 70.2. The staff member will co-operate in respect of the direction, including any requests made by the medical practitioner to enable examination and provision of any medical report.
- 70.3. A refusal or failure to attend a medical examination directed in accordance with clause 70.1, will constitute a failure to comply with a reasonable and lawful direction and may be subject to disciplinary action in accordance with clause 66.
- 70.4. A copy of the medical practitioner's report in respect of the examination referred to in clause 70.1 will be made available to the Vice-Chancellor and to the staff member.

71. Termination on Grounds of Ill-Health

- 71.1. If a medical report reveals that a staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may seek to terminate the staff member's employment by providing the period of notice required by the staff member's contract of employment or the period of six months, whichever is the greater.
- 71.2. The Vice-Chancellor will advise the staff member in writing of the intention to terminate the staff member's employment under clause 71.1 including the period of notice of termination of employment.
- 71.3. If within one month of the notification in writing under clause 71.2:
- the staff member or a person acting on their behalf so requests, the Vice-Chancellor will not proceed to finalise the termination of employment of the staff member unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom will be appointed by the **University**, one by the staff member or by a person acting on his or her behalf, and one by the President of the State Branch of the Australian Medical Association. The Panel will not include the practitioner who made the initial report. If the report is confirmed the remaining period of notice (or payment in lieu) will then apply;
 - the staff member elects to apply to their superannuation fund to access temporary incapacity under their superannuation scheme, the termination will not take effect prior to the outcome of the application. If the application is declined or withdrawn, the remaining period of notice (or payment in lieu) will apply. Any entitlements to temporary incapacity benefits are determined by the superannuation scheme and are not benefits provided by the **University**; or
 - no request or application is made in accordance with clause 71.3(a) or (b), within one month of the notice under clause 71.1, the **University** may make payment in lieu of part or all of the remaining notice period.
- 71.4. Clauses 70 and 71 will not displace or override any existing State or Federal workers compensation schemes contained in any applicable workers compensation legislation.

PART 10. What do terms mean in this Agreement?**72. Glossary**

The meaning of following defined terms in the **Agreement** are:

Term	Meaning
2009 Agreement	the Deakin University Enterprise Agreement 2009
2013 Agreement	the Deakin University Enterprise Agreement 2013
2017 Agreement	the Deakin University Enterprise Agreement 2017
Academic Year	the period of time from the first day of Trimester 1 in any year to the day preceding the first day of Trimester 1 in the following year, both inclusive
Agreement	Deakin University Enterprise Agreement 2023
Base Hourly Rate of Pay	for a casual professional staff member means the rate of pay calculated by dividing the annual rate of pay for the staff member's classification by 52 and then dividing that amount by 36 ¾.
Close Relative	is a member of the staff member's Immediate Family or is related to the staff member according to Aboriginal or Torres Strait Islander kinship rules
Contingent Funding	limited term funding provided from external sources, but not funded through an operating grant from Government or funding comprised of payment of fees made by or on behalf of students
De facto Partner	a person who, although not legally married to the staff member, lives with the staff member in a relationship as a couple on a genuine domestic basis (whether the staff member and the person are of the same or different sexes or gender identities). The definition also includes a former De Facto Partner of the staff member
Executive	those staff members who report directly to the Vice-Chancellor, other than staff whose functions support administrative and related functions of the Vice-Chancellor's office
Family and Domestic Violence	is violent, threatening or other abusive behaviour by a member of a staff member's household or by a Close Relative that seeks to coerce or control the staff member and causes the staff member to be fearful
Fixed-Term Employment	employment for the fixed period of time specified in the staff member's contract of employment
Full Pay	see the definition of "salary"
Half Pay	see the definition of "salary"
Head of Organisational Unit	the Vice-Chancellor, a member of the Executive , a Pro Vice-Chancellor, an Executive Dean, an Executive Director, a Director (including a Director of an Institute), University Librarian and University Solicitor
Immediate Family	of a staff member means a Spouse , De Facto Partner , child (including step-child), parent (including step-parent), grandparent, grandchild, aunt, uncle or sibling (including step-sibling) of the staff member or of a Spouse or De Facto Partner of the staff member and also includes

	a person for whom the person has caring responsibilities arising from an Aboriginal and Torres Strait Islander kinship relationship of equivalent status to those listed above
Institute	(a) a centre established and maintained by a faculty; or (b) National Indigenous Knowledges Education Research Innovation (NIKERI) Institute; or (c) a research centre or research institute; or (d) a strategic research centre
Medical Certificate	A certificate from a registered medical practitioner, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath or clinical or counselling psychologist
NTEU	the National Tertiary Education Industry Union
Ordinary Hours of Work	the staff member’s ordinary hours of work set out in clause 43
Ordinary Rate of Pay	the staff member’s salary plus any higher duties allowance or first aid allowance if the staff member is entitled to these allowances under this Agreement
Party and Parties	unless stated otherwise, the University, NTEU and staff members to whom this Agreement applies
PPR Process	the Performance and Development framework
Purchased Leave Rate of Pay	the rate of pay a staff member receives when their Salary plus any allowances has been reduced to cover the cost of purchased leave. To calculate the Purchased Leave Rate of Pay, the Staff Member’s Salary plus any allowances will be reduced by the number of days of purchased leave and then annualised at a pro rata rate over a 12 month period
Recognised Emergency Management Body	<ul style="list-style-type: none"> • a body or part of a body that has a role or function under a plan that is for coping with emergencies or disasters and the plan is prepared by the Commonwealth or a State or Territory; or • a fire fighter, civil defence or rescue body, or part of such a body; or • any other body, or part of a body with the substantial purpose of securing the safety of persons or animals or protecting property in an emergency or natural disaster, or otherwise responding to an emergency or natural disaster
Representative	a person who is not an Australian legal practitioner or a person who is undergoing practical training for the purposes of being admitted to the legal profession, including a person undertaking practical legal training under the Legal Profession (Admission) Rules 2008 (other than a union official who is an Australian legal practitioner or a person who is undergoing practical training for the purposes of being admitted to the legal profession, including a person undertaking practical legal training under the Legal Profession (Admission) Rules 2008)
Salary	the rate of pay applicable to a staff member’s classification as specified in Schedules A or C of this Agreement . The salary for a staff member employed under a senior staff performance contract will be the salary referred to in the staff member’s contract. A reference to payment on “full pay” is a reference to the staff member’s salary and a reference to payment on “half pay” is a reference to payment at half of the staff member’s salary

Service	continuous service and does not include periods of casual service unless specified in the relevant clause or to the extent required to meet the National Employment Standards or to meet the requirement of applicable long service leave legislation.
Spouse	includes a former Spouse of the staff member.
Supervisor	includes a leader, manager or supervisor
Teaching Period	a period during the Academic Year that the University nominates as a period within which teaching and assessment occurs.
University	Deakin University.
University Holiday	New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, King's Birthday, AFL Grand Final Eve, Melbourne Cup, Christmas Day and Boxing Day.
Vice-Chancellor's Indigenous Advisory Council	The Vice-Chancellor's Indigenous Advisory Council is comprised of First Nations voices from around Australia, with expertise from a range of backgrounds including education, justice, health and business. The Council will provide expert advice and consultation on a range of issues directly to senior representatives of the University , and monitor the University's progress on key strategic initiatives.
Voluntary Emergency Management Activity	a staff member engages in a Voluntary Emergency Management Activity if: <ul style="list-style-type: none"> the staff member engages in an activity that involves dealing with an emergency or natural disaster; and the staff member engages in the activity on a voluntary basis (whether or not the staff member directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); the staff member is a member of, or has a member-like association with, a Recognised Emergency Management Body; and either the staff member was requested by or on behalf of the body to engage in the activity; or no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

73. Representation and General Matters

- 73.1. At any stage during the processes referred to in this **Agreement** that involve a staff member, the staff member may request assistance or representation by a **Representative** of their choice.
- 73.2. Where a staff member who is a member of the **NTEU** seeks assistance or representation from the **NTEU** under this clause, the **NTEU** agrees to use best endeavours to make an official available at the required time(s) so as to avoid unreasonable delay to the process.
- 73.3. If reference is made in this **Agreement** to a task, duty, role or responsibility to be fulfilled or undertaken by a person in a particular position, the task, duty, role or responsibility may be fulfilled or undertaken by that person's nominee or person acting in that position or a successor position.

74. Policies and Procedures

All staff are subject to, and the **University** will apply, the **University's** policies and procedures as amended from time to time. However, the **University's** policies and procedures are not incorporated into and do not form part of this **Agreement**. To the extent of any inconsistency between a policy or procedure and a term of this **Agreement**, the term of this **Agreement** will prevail.

75. Union Notices and Resources

75.1. A duly authorised representative of the **NTEU** will have the right:

- (a) where noticeboards exist, to post any official notice of the **NTEU** about employment matters in each staff room of the **University**; and
- (b) to distribute any official notice of the **NTEU** about employment matters to members in each section or department of the **University**.
- (c) The **University** will provide the **NTEU** Deakin Branch with an office space on the Deakin Burwood and Waurn Ponds campuses with access to the internet.

75.2. In providing the facility referred to in clause 75.1 the **University** supports the freedom of association protections in the *Fair Work Act 2009* (Cth), by neither encouraging nor discouraging staff members employed by the **University** to be members of a union.

SCHEDULE A – Salaries

Professional Staff Salaries

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below:

	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Professional Staff Hew 1 to 10			
HEW 1 (Class No: 1)			
Step 1	55105	57310	59603
Step 2	56150	58396	60732
Step 3	57223	59512	61893
Step 4	58308	60641	63067
HEW 2 (Class No: 2)			
Step 1	59263	61634	64100
Step 2	60394	62810	65323
Step 3	61545	64007	66568
HEW 3 (Class No: 3)			
Step 1	62239	64729	67319
Step 2	63431	65969	68608
Step 3	64646	67232	69922
Step 4	65874	68509	71250
Step 5	67142	69828	72622
Step 6	68422	71159	74006
Step 7	69744	72534	75436
HEW 4 (Class No: 4)			
Step 1	71159	74006	76967
Step 2	72536	75438	78456
Step 3	73932	76890	79966
Step 4	75429	78447	81585
HEW 5 (Class No: 5)			
Step 1	77114	80199	83407
Step 2	78604	81749	85019
Step 3	80116	83321	86654
Step 4	81669	84936	88334
Step 5	83244	86574	90037
Step 6	84849	88243	91773
Step 7	86490	89950	93548
HEW 6 (Class No: 6)			
Step 1	89012	92573	96276
Step 2	90730	94360	98135
Step 3	92489	96189	100037
Step 4	94283	98055	101978
Step 5	96126	99972	103971

Professional Staff Salaries

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below

	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Professional Staff Hew 1 to 10			
HEW 7 (Class No: 7)			
Step 1	97940	101858	105933
Step 2	99839	103833	107987
Step 3	101776	105848	110082
Step 4	103762	107913	112230
Step 5	105779	110011	114412
Step 6	107842	112156	116643
HEW 8 (Class No: 8)			
Step 1	109837	114231	118801
Step 2	111980	116460	121119
Step 3	114158	118725	123474
Step 4	116379	121035	125877
Step 5	118653	123400	128336
Step 6	120973	125812	130845
Step 7	123340	128274	133405
Step 8	125755	130786	136018
HEW 9 (Class No: 9)			
Step 1	127682	132790	138102
Step 2	130185	135393	140809
Step 3	132727	138037	143559
Step 4	135330	140744	146374
HEW 10 (Class No: 10)			
Step 1	136609	142074	147757
Research Assistant			
Step 1	70528	73350	76284
Step 2	72744	75654	78681
Step 3	76985	80065	83268

Casual Professional Rates - per hour

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below

	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Casual HEW 1 to 10			
HEW 1 (Class No. 11)	36.05	37.49	38.99
HEW 2 (Class No. 12)	38.77	40.32	41.93
HEW 3 (Class No. 13)	40.72	42.34	44.04
HEW 4 (Class No. 14)	46.55	48.41	50.35
HEW 5 (Class No. 15)	50.45	52.47	54.57
HEW 6 (Class No. 16)	58.23	60.56	62.98
HEW 7 (Class No. 17)	64.06	66.63	69.29
HEW 8 (Class No. 18)	71.85	74.73	77.72
HEW 9 (Class No. 19)	83.51	86.85	90.33
HEW 10 (Class No. 20)	89.36	92.93	96.65
Casual Research Assistant (175)	45.21	47.02	48.90

*Any casual professional staff member who would otherwise be covered by the Higher Education Industry – General Staff – Award – 2020 (General Staff Award) will be entitled to a higher rate of pay for work performed on a Saturday and/or Sunday as follows:

- at the rate of 120% of the applicable Casual Professional Rate outlined above for all work performed on a Saturday; and
- at the rate of 140% of the applicable Casual Professional Rate outlined above for all work performed on a Sunday.

For the avoidance of doubt, the General Staff Award is not in any way incorporated into the **Agreement**.

Academic Staff Salaries

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below

	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Level A / Research Fellow Grade 1			
Step 1	76985	80065	83268
Step 2	81226	84476	87856
Step 3	85469	88888	92444
Step 4	89710	93299	97031
Step 5	93162	96889	100765
Step 6*	96607	100472	104491
Step 7	100053	104056	108219
Step 8	103493	107633	111939
*Any Level A required to carry out full subject co-ordination duties as part of their normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower Level A Step 6.			
Level B / Research Fellow Grade 2			
Step 1	108804	113157	117684
Step 2	112780	117292	121984
Step 3	116753	121424	126281
Step 4	120738	125568	130591
Step 5	124709	129698	134886
Step 6	128689	133837	139191
Level C			
Step 1	132664	137971	143490
Step 2	136645	142111	147796
Step 3	140616	146241	152091
Step 4	144598	150382	156398
Step 5	148569	154512	160693
Step 6	152551	158654	165001
Level D			
Step 1	159181	165549	172171
Step 2	164481	171061	177904
Step 3	169786	176578	183642
Step 4	175088	182092	189376
Level E			
Step 1	204256	212427	220925

Casual Academic Rates

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below

	Class Code	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Lecturing Rate (timetabled as Classes)				
Repeat Class	151/A	144.58	150.36	156.38
Basic Class	151/B	216.87	225.55	234.57
Developed Class	151/C	289.16	300.73	312.76
Specialised Class	160	361.45	375.91	390.95
Tutoring Rate (timetabled as Seminars)				
Seminar	154	156.19	162.43	168.93
Repeat Seminar	152	104.12	108.29	112.62
Feedback, Marking and Grading Rate				
Standard Feedback, Marking and Grading	158/A	52.06	54.14	56.31
Significant Judgement	157	72.29	75.18	78.19
Clinical Educator				
Small Preparation	178/A	78.11	81.24	84.49
Normal Preparation	178/B	104.12	108.29	112.62
Other Rates				
Musical Accompanist	178/B	104.12	108.29	112.62
Other Activities	161/A	52.06	54.14	56.31
Casual Research Fellow				
Casual Research Fellow	172	49.36	51.33	53.39
Casual Senior Research Fellow	172/B	85.04	88.44	91.98

Casual Academic Rates - Holds Ph.D. or performs Full Subject Coordination

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below

	Class code	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
Tutoring Rate (timetabled as Seminars)				
Seminar	155/B	185.80	193.23	200.96
Repeat Seminar	155/A	123.86	128.82	133.97
Marking Rate				
Standard Feedback, Marking and Grading	158/B	61.93	64.41	66.99
Clinical Educators				
Small Preparation	179/A	92.90	96.62	100.48
Normal Preparation	179/B	123.86	128.82	133.97
Other Rates				
Musical Accompanist	179/B	123.86	128.82	133.97
Other Activities	161/B	61.92	64.40	66.97
Casual Research Fellow				
Casual Research Fellow	172/C	61.93	64.41	66.99

SCHEDULE B – Higher Education Workers (HEW) Descriptors

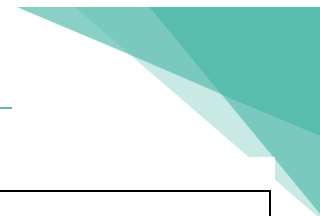
The professional staff classification descriptors for Higher Education Worker (HEW) levels 1 to 10 are set out below.

Higher Education Worker Level 1	
Training Level or Qualifications	<p>Professional staff members at the base level of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>Professional staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the University, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the University/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required / necessary to enable career path progression.</p>
Occupational Equivalent	Cleaner, Labourer, Trainee for Level 2 duties.
Level of Supervision	Close supervision or, in the case of more experienced staff working alone, routine supervision.
Task Level	<ul style="list-style-type: none"> • Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. • Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist
Organisational knowledge	May provide straightforward information to others on building or service locations.
Judgement, Independence and Problem Solving	Resolve problems where alternatives for the job-holder are limited and the required action is clear or can be readily referred to higher levels.
Typical Activities	Perform a range of industrial cleaning tasks, move furniture, assist Trades personnel with manual duties.

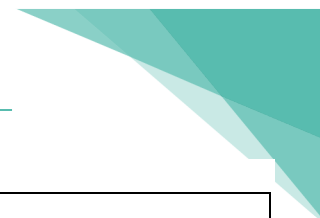
Higher Education Worker Level 2	
Training Level or Qualifications	Persons employed at level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training
Occupational Equivalent	Clerk, Security Patrol Officer
Level of Supervision	Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).
Task Level	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Organisational knowledge	Following training may provide general information/advice and assistance to members of the public, students and other staff, which is based on a broad knowledge of the general staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.
Judgement, Independence and Problem Solving	<p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>
Typical Activities	Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

Higher Education Worker Level 3	
Training Level or Qualifications	<p>Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> • completion of a Trades Certificate: or • completion of year 12, with relevant work experience; or • equivalent relevant experience or combination of relevant experience and education/training. <p>Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.</p>
Occupational Equivalent	Trades person. Technical Assistant/Technical Trainee, Clerical/Secretarial.
Level of Supervision	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
Task Level	Some complexity. Apply body of knowledge equivalent to Trade Certificate, including diagnostic skills and assessment of the best approach to a given task.
Organisational knowledge	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
Judgement, Independence and Problem Solving	Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
Typical Activities	<p>In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In Technical positions:</p> <ul style="list-style-type: none"> • assist a technical officer in operating a laboratory, including ordering supplies; • assist in setting up routine experiments; • monitor experiments for report to a technical officer; • assist with the preparation of specimens; • assist with the feeding and care of animals. <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In Clerical positions, perform a range of clerical support tasks including:</p> <ul style="list-style-type: none"> • standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application; • provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to appropriate personnel; • process accounts for payment.

Higher Education Worker Level 4	
Training Level or Qualifications	Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • completion of an Associate Diploma level qualifications with relevant work experience or a certificate level qualification with post-certificate relevant work experience; • completion of a Post-Trades Certificate or Advanced Certificate and extensive relevant experience and on the job training; or • an equivalent combination of relevant experience and/or education/training.
Occupational Equivalent	Technical officer or technician, clerical/secretarial above Level 3, advanced trades person
Level of Supervision	In Technical positions routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.
Task Level	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.
Judgement, Independence and Problem Solving	In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
Typical Activities	<p>In Trades positions:</p> <ul style="list-style-type: none"> • work on complex engineering or interconnected electrical circuits; • exercise high precision trades skills using various materials and/or specialised techniques. <p>In Technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to criteria developed and specified by others; • under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; • demonstrate the use of equipment and prepare reports of technical nature as directed. <p>In Library Technician positions:</p> <ul style="list-style-type: none"> • undertake copy cataloguing; • use a range of bibliographic databases; • undertake acquisitions; • respond to reference inquiries. <p>In Clerical/Secretarial positions:</p> <ul style="list-style-type: none"> • may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desk top publishing software and use of a range of word processing packages if required; • be responsible for providing a full range of secretarial services in a faculty • plan and set up spreadsheets or data base applications; • provide advice to students on enrolment procedures and requirements; • administer enrolment and course progression records.



Higher Education Worker Level 5	
Training Level or Qualifications	<p>Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a Degree without subsequent relevant work experience; or • completion of an Associate Diploma and at least two years subsequent relevant work experience; or • completion of a Post-Trades Certificate or Advanced Certificate and extensive relevant experience as a Technician; or • an equivalent combination of relevant experience and/or education/training.
Occupational Equivalent	<p>Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced Computer Systems Officer); Administrator with responsibility for advice and determinations; experienced Technical Officer.</p>
Level of Supervision	<p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In Technical positions, general direction and may supervise other staff.</p>
Task Level	<p>Apply body of broad technical knowledge and experience at a more advanced level than 4, including the development of areas of specialist expertise. In Professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.</p>
Organisational knowledge	<p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.</p>
Judgement, Independence and Problem Solving	<p>In Professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In Administrative positions, may also apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.</p>
Typical Activities	<p>In Technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to general specifications • under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations • under broad direction, set up, monitor and demonstrate standard experiments and equipment use • prepare reports of a technical nature. <p>In Library Technician positions, perform at a higher level than Level 4, including;</p> <ul style="list-style-type: none"> • assist with reader education programs and more complex bibliographic and acquisition services; • operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out posted service. <p>In Administrative positions, responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.</p> <p>In Professional positions and under professional supervision:</p> <ul style="list-style-type: none"> • work as part of a research team in a support role • provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services.



Higher Education Worker Level 6	
Training Level or Qualifications	Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • a Degree with subsequent relevant experience; or • extensive experience and specialist knowledge or broad knowledge in technical or administrative fields; or • an equivalent combination of relevant experience and/or education/training.
Occupational Equivalent	Graduate or Professional with subsequent relevant work experience (including a Computer Systems Officer with some experience); Line Manager; experienced Technical Specialist and/or Technical Supervisor.
Level of Supervision	In Professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.
Task Level	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. General staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In Technical and Administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
Organisational knowledge	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
Judgement, Independence and Problem Solving	Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems: analyse and report on data and experiments.
Typical Activities	<p>In Technical positions:</p> <ul style="list-style-type: none"> • manage a teaching or research laboratory or a field station • provide highly specialised technical services • set up complex experiments • design and construct complex or unusual equipment to general specifications • assist honours and post graduate students with their laboratory requirements • install, repair, provide and demonstrate computer services in laboratories. <p>In Administrative positions:</p> <ul style="list-style-type: none"> • provide financial, policy and planning advice • service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence • monitor expenditure against budget in a school or small faculty. <p>In Professional positions:</p> <ul style="list-style-type: none"> • work as part of a research team • provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services • provide Counselling services • provide documentation and assistance to computer users • analyse less complex user and system requirements.

Higher Education Worker Level 7	
Training Level or Qualifications	Persons employed at level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • 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.
Occupational Equivalent	Senior Librarian, Technical Manager, Senior Professional or Scientific Officer, Senior Administrator in a small less complex faculty.
Level of Supervision	Broad direction. May manage other administrative, technical and/or professional staff.
Task Level	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Organisational knowledge	Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.
Judgement, Independence and Problem Solving	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve standalone work or the supervision of others in order to achieve objectives as well as the interpretation of policy which has an impact beyond the immediate work area.
Typical Activities	In a library, combine specialist expertise and responsibility for managing a library function. In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. In technical manager positions, the management of teaching and research facilities for a department or school. In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research. In administrative positions provide less senior administrative support to relatively small and less complex facilities or equivalent.

Higher Education Worker Level 8	
Training Level or Qualifications	Persons employed at level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or • extensive experience and management expertise; or • an equivalent combination of relevant experience and/or education/training.
Occupational Equivalent	Researcher of national standing; manager; senior school or faculty administrator.
Level of Supervision	Broad direction. May manage other administrative, technical and/or professional staff.
Task Level	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Organisational knowledge	The professional staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the University's operations.
Judgement, Independence and Problem Solving	Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.
Typical Activities	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 9	
Training Level or Qualifications	Persons employed at level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • postgraduate qualifications and extensive relevant experience; or • extensive experience and management expertise; or • an equivalent combination of relevant experience and/or education/training.
Occupational Equivalent	Researcher of national or international standing; manager; senior school or faculty administrator.
Level of Supervision	Broad direction. Will manage other administrative, technical and/or professional staff.
Task Level	Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
Organisational knowledge	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the University's operations.
Judgement, Independence and Problem Solving	Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.
Typical Activities	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 10	
Training Level or Qualifications	Training Level or Qualifications Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • proven expertise in the management of significant human and material resources; in addition to, in some areas • postgraduate qualifications and extensive relevant experience.
Occupational Equivalent	Senior Program, Research or Administrative Manager
Level of Supervision	Broad direction. Will manage other administrative, technical and/or professional staff.
Task Level	Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Organisational knowledge	Bring a multi perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.
Judgement, Independence and Problem Solving	Be fully responsible for the achievement of significant organisational objectives and programs.
Typical Activities	Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgment are required; provide senior administrative support to the most complex schools and faculties, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE C – Deakin University English Language Institute Conditions of Employment

1. Arrangement

Clause Number	Subject Matter
1	Arrangement
2	Incidence and Parties Bound
3	Definitions
4	Mode of Employment
5	Salaries
6	Position of Responsibility Allowances
7	Casual Rates
8	Salary Rates
9	Redundancy

2. Incidence and Parties Bound

- 2.1. Schedule C of this **Agreement** will apply to the **University** and all staff members employed by the **University** at the **University's** English Language Institute as defined by clause 3.4 of this Schedule.
- 2.2. The terms set out in this Schedule will apply to any staff member as defined in clause 2 as will the conditions and terms of employment in Parts 1 to 10 of this **Agreement** other than clauses 10 (Full-time Employment), 11 (Part-time Employment), 12 (Part-year Employment - Professional Staff), 13 (Annualised Hours Employment - Professional Staff), 15 (Casual Employment - Academic Staff), 16 (Fixed-Term Employment), 17 (Research Continuing Employment (Contingent Funded)), 18 (Appointment of Education-focused Academic Staff), 19 (Senior Staff Performance Contracts), 22 (Probation - Academic Staff), 23 (Academic Staff Supervision), 31 (Job Evaluation Procedures), 33 (Overtime Meal Allowance - Professional Staff), 34 (On-Call Allowance - Professional Staff), 36 (First Aid Allowance), 44 (Overtime - Professional Staff), 45 (Shift Work - Professional Staff), 47 (Travel Between Campuses), 48 (Academic Work Allocation) and 69 (Redundancy).

3. Definitions

- 3.1. "DUELI" means the Deakin University English Language Institute.
- 3.2. "ELICOS" means English Language Intensive Course for Overseas Students.
- 3.3. "TESOL" means Teaching English to Speakers of Other Languages.
- 3.4. "Staff member" means a person employed principally to teach ELICOS, TESOL or other non-award English language courses in DUELI.

4. Mode of Employment

- 4.1. Staff members may be employed on either a continuing or fixed-term basis (either full-time or part-time), or on a casual basis.
- 4.2. A full-time staff member is a staff member other than a part-time or casual staff member.

- 4.3. A part-time staff member is one who is employed to work a fixed number of hours per week, which is less than the weekly **Ordinary Hours of Work** for a full-time staff member. Entitlements under this **Agreement**, including the requirement to teach a particular number of hours, will be calculated on a pro-rata basis by reference to the staff member's **Ordinary Hours of Work**.
- 4.4. Full-time and part-time staff members may be employed on a continuing basis or for a period of **Fixed-Term Employment**. Fixed-term contracts other than for a staff member replacing another staff member on a temporary basis will be for a period of at least one year and one day.
- 4.5. A casual staff member is one who is employed by the hour and who works less than the weekly **Ordinary Hours of Work** for a full-time staff member.
- 4.6. DUELI will during the life of the **Agreement**, ensure a staffing teaching profile that reflects a minimum of 25% ongoing staff, 35% fixed-term staff and a maximum of 40% casual staff. This will include a yearly review of the number of positions that will be converted to continuing appointments based upon average number of DUELI classes per intake based on an average of 15 students per class. This will be calculated over the previous 12 months. This review will be undertaken at the end of each year.

The number of continuing and contract positions available can then be determined based on the average number of full-time equivalent teachers required per intake.

Within two months of a review, DUELI, in consultation with the **NTEU**, will determine the number of positions (if any) to be converted to continuing appointments in accordance with this clause.

Once the continuing number of positions is determined DUELI will invite all current fixed-term staff members to apply for conversion. Selection will be based on merit against the selection criteria for the position/s in accordance with the **University's** normal selection processes.

Once this continuing conversion process is completed, all current DUELI casual staff will be able to apply for any subsequent fixed-term vacancies that have become available as a result of the conversion process included above. Selection will be based on merit against the selection criteria for the position/s in accordance with the **University's** normal selection processes.

- 4.7. A full-time continuing or fixed-term staff member will undertake up to 20 hours per week teaching which may be averaged across the intake period where exceptional circumstances require additional hours to be taught in a particular week. Such additional hours in the particular week will be reasonable and agreed to between the staff member and their **Supervisor**.

5. Salaries

- 5.1. The minimum salary levels payable to full-time staff members covered by this Schedule will be in accordance with clause 8 of this Schedule.
- 5.2. On appointment, a staff member will be placed on a salary level commensurate with the minimum salary level for their qualifications and experience by reference to clause 5.3 of this Schedule.

Category A commences at Level 8 with a maximum of Level 13

Category B commences at Level 7 with a maximum of Level 13

Category C commences at Level 6 with a maximum of Level 13

Category D commences at Level 5 with a maximum of Level 9

Provided that a Category D staff member who achieves Level 9 may be promoted beyond that level where that staff member can demonstrate that they are able to carry out the full range of duties carried out by a Category A, B or C staff member.

Teacher Categories

- 5.3. Based on an assessment of a teacher's qualifications, a staff member will be assigned to one of the following categories:

Category A

Master of Education (TESOL/LOTE), Master TESOL and/or equivalent, Graduate Degree and Diploma of Education or equivalent and either a diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

Category C

Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

- 5.4. Staff members will be accredited with teaching experience and be allocated a higher **Salary** in accordance with the following:
- (a) one increment for each year of full-time TESOL teaching or equivalent;
 - (b) one increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.
- 5.5. A staff member will proceed through the incremental scale of their classification level subject to the staff member's satisfactory performance, as assessed by the **University**.

6. Position of Responsibility Allowances

- 6.1. Where a Position of Responsibility is required, it will be determined in accordance with the position classification standards determined by the **University**.
- 6.2. There will be three levels of allowances. The rates are specified in clause 8.
- (a) Position of Responsibility Allowance Level 1
 - (b) Position of Responsibility Allowance Level 2
 - (c) Position of Responsibility Allowance Level 3
- 6.3. Position of Responsibility Allowances will be paid in accordance with the following criteria:
- (a) Co-ordinating 2- 5 classes: one non-teaching day co-ordinating per week, per student intake - Position of Responsibility Allowance Level 1;
 - (b) Co-ordinating 6 - 7 classes: 2 non-teaching days co-ordinating per week, per student intake - Position of Responsibility Allowance Level 2;
 - (c) Co-ordinating 8 - 10 classes: 3 non-teaching days co-ordinating per week, per student intake - Position of Responsibility Allowance Level 3.
- 6.4. A staff member may be appointed to a Position of Responsibility for a period of up to five years.
- 6.5. A Position of Responsibility Allowance will be paid in addition to the substantive salary of the staff member appointed to the Position of Responsibility.

- 6.6. A staff member required to undertake on-call emergency teaching phone duties will be paid at Position of Responsibility Allowance Level 3 for the hours worked on-call.
- 6.7. The **Parties** acknowledge that salaries paid by DUELI are for the delivery of programs as directed by DUELI. Should DUELI seek to deliver a new non-ELICOS/non-English language/academic skills program to be taught by DUELI staff then it will prior to any such delivery consult with staff and the **NTEU**. DUELI agrees the class size of any program it requires staff to deliver will not exceed the TEQSA standard for ELICOS programs (whether the program is an ELICOS program or not.)

7. Casual Rates

- 7.1. The casual rates are inclusive of all preparation required and include a 25% loading in lieu of recreation leave, recreation leave loading, sick leave and any other leave, excluding long service leave.
- 7.2. A casual staff member will be paid the minimum rates as specified in clause 8.
- 7.3. The non-teaching rate will be paid for all work other than delivery of teaching and the work compensated for in that rate. This includes, but is not limited to, marking of examinations, attendance at any meetings as required, in-house professional development, assisting at student orientation and excursions.
- 7.4. The casual teaching rate includes payment for all marking that is required to be undertaken that arises out of the class for which payment has already been made. The casual teaching rate does not include payment for marking of mid or end of period examinations. Marking of these examinations will be paid at the non-teaching rate up to a maximum of 10 hours payment for all marking in each examination period.

8. Salary Rates

Clause 27 of this **Agreement** provides for salary increases. These increases are effective from the first full pay period commencing on or after the dates set out in the tables following:

CLASSIFICATION			
Effective Date of Increase	Commencement of Agreement (4%)	30 June 2024 (4%)	30 June 2025 (4%)
ELICOS	Per Annum	Per Annum	Per Annum
Level 1 (Class No. E1)	66573	69236	72006
Level 2 (Class No. E2)	67712	70421	73238
Level 3 (Class No. E3)	69763	72554	75457
Level 4 (Class No. E4)	72093	74977	77977
Level 5 (Class No. E5)	75724	78753	81904
Level 6 (Class No. E6)	78142	81268	84519
Level 7 (Class No. E7)	80564	83787	87139
Level 8 (Class No. E8)	82982	86302	89755
Level 9 (Class No. E9)	85419	88836	92390
Level 10 (Class No. E10)	88550	92092	95776
Level 11 (Class No. E11)	91465	95124	98929
Level 12 (Class No. E12)	94042	97804	101717
Level 13 (Class No. E13)	96862	100737	104767

ELICOS Responsibility Allowance	Per Annum	Per Annum	Per Annum
Level 1	2633	2739	2849
Level 2	5260	5471	5690
Level 3	7891	8207	8536
Casual ELICOS	Per Hour	Per Hour	Per Hour
Casual Face to Face Teaching (Class No. EC1)	88.28	91.81	95.48
Casual Non Teaching Duties (Class No. EC2)	47.18	49.07	51.04

9. Redundancy

- 9.1. Where the **University** decides that the staff member's position is no longer required as a consequence of changed circumstances, including changes in work methods, reorganisation, financial exigency, introduction of new technology, the staff member, or their nominated **Representative** where the affected staff member chooses a nominated **Representative** in accordance with clause 73 of this **Agreement**, will be informed as soon as practicable. The staff member or their nominated **Representative** will be provided with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy.
- 9.2. After considering the response of the staff member, or their nominated **Representative** where the affected staff member chooses a nominated **Representative** in accordance with clause 73 of this **Agreement**, the **University** will advise the staff member if the **University** no longer requires the job undertaken by the staff member or by anyone and their role is redundant. If the **University** decides that it no longer requires the job undertaken by the staff member or by anyone (except where this is due to the ordinary and customary turnover of labour), the staff member will receive the notice period prescribed in clause 9.9 of this Schedule in order to explore redeployment options.

Redeployment

- 9.3. The **University** will take reasonable action to place the staff member in other suitable employment within the **University**, or arrange training for such alternative employment within the **University** International.

Suitable vacant position means a vacant position:

- For which the staff member meets the essential requirements; and
- Which the staff member could perform satisfactorily within what is in all circumstances, a reasonable time; and
- Which is to be filled at the same fraction of full-time or part-time as the staff member was employed in the redundant position (or an alternative fraction if the staff member agrees).

- 9.4. Where the staff member has received notification of that their role is redundant, the staff member will be entitled, with **Full Pay**, to attend necessary employment interviews as approved by the Chief People and Culture Officer.
- 9.5. Where in the opinion of the **University** it is necessary for a transferred staff member to move their household to a new location to take up a new position within the **University** the staff member will be entitled to be reimbursed for reasonable expenses associated with the move as approved in advance by the Chief People and Culture Officer, provided that the staff member may, with reasonable cause, refuse a geographic relocation without loss of any entitlement under this clause.

Termination

- 9.6. Where the **University** offers to redeploy the staff member into another position of comparable remuneration and the offer is reasonable in the circumstances, and this offer is rejected by the staff member, the **University** may terminate

the staff member with two weeks’ notice or the remainder of the notice stipulated in clause 9.9 of this Schedule, whichever the greater, and without payment of any redundancy pay.

9.7. Where redeployment is not possible:

- (a) The staff member’s employment will be terminated at the expiration of the notice period in clause 9.9 of this Schedule providing this notice period does not extend the staff member’s employment beyond any agreed retirement date; and
- (b) The staff member will receive redundancy pay calculated in accordance with the following table in addition to receiving a payment for any accrued, but untaken, recreation leave or any long service leave payment required by applicable long service leave legislation.

Period of continuous service	Redundancy Pay
Less than 1 year	NIL
1 year and less than 2 years	4 weeks’ pay
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay

- (c) For each completed year of continuous service over five years, a staff member will be entitled to a further two weeks redundancy pay per year.

Appeals

- 9.8. The staff member may appeal in writing against their position being declared redundant on the grounds that the process used in determining the staff member’s position is no longer being required to be performed by anyone, had not been followed correctly. The appeal should be made to the Chief People and Culture Officer and should be made within 48 hours of advice of redundancy under clause 9.6 or 9.7 of this Schedule above.

Notice Period

- 9.9. The **University** will provide a staff member with a four weeks’ notice period before termination. A staff member who is over 45 years of age will be provided with an additional one week’s notice before termination for redundancy.

10. Excursion Rates

Staff members will not be required to supervise study tour excursions of more than six hours. Staff who volunteer to supervise study tours will be paid five hours at the casual face to face teaching rate and the remainder of hours worked at the casual non-teaching duties rate.

SCHEDULE D – Support Wage

1. Supported Wage Scheme (Disabled Staff)

- 1.1. This Schedule defines the conditions which will apply to staff members who, because of the effects of a disability, are eligible for a supported wage under the terms of this **Agreement**. In the context of this Schedule, the following definitions will apply:
- (a) Approved Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
 - (b) Assessment Instrument means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
 - (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (or its successor legislation), as amended from time to time, or any successor to that scheme.
 - (d) Relevant Minimum Wage means the minimum wage prescribed in this **Agreement** for the class of work for which a staff member is engaged.
 - (e) Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process. The Handbook is available from the following website: www.jobaccess.gov.au.
 - (f) SWS Wage Assessment Agreement means the document in the form required by the Department of Employment that records the staff member’s productive capacity and agreed wage rate.

Eligibility Criteria

- 1.2. Staff members covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the staff member is employed under this **Agreement**, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 1.3. The clause does not apply to any existing staff member who has a claim against the **University** which is subject to the provisions of workers’ compensation legislation relating to the rehabilitation of staff members who are injured in the course of their employment.

Supported Wage Rates

- 1.4. Staff members to whom this Schedule applies will be paid the applicable percentage of the salary, as set out in Schedule A of this **Agreement** applicable to those staff members, for the class of work which the person is performing according to the following schedule:

Assessed Capacity (see clause 1.6 below)	% of Prescribed Rate in Schedule A of this Agreement
10%	10%
20%	20%
30%	30%

40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 1.5. Provided that the minimum amount payable must be not less than \$102.00 per week.
- 1.6. Where a staff member's capacity is 10%, they must receive a high degree of assistance and support.

Assessment of Capacity

- 1.7. For the purpose of establishing the percentage of the rate to be paid to a staff member under Schedule D of this **Agreement**, the productive capacity of the staff member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- the **University** and the **NTEU**, in consultation with the staff member or, if desired by any of these;
 - the **University** and an accredited Assessor from a panel agreed by the **Parties** to this **Agreement** and the staff member.
- 1.8. All assessments made under this clause must be documented in an SWS wage assessment agreement to be retained by the **University** as a time and wages record.

Lodgement of Assessment Instrument

- 1.9. All SWS wage assessment agreements under the condition of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the staff member, will be lodged by the **University** with the Fair Work Commission (or its successor).
- 1.10. All SWS wage assessment agreements will be agreed and signed by the parties to the assessment. Where the **NTEU** is not a party to the assessment, the assessment will be referred by the Industrial Registrar (or its successor) to the **NTEU** by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of Assessment

- 1.11. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System (or its successor).

Other Terms and Conditions of Employment

- 1.12. Where an assessment has been made, the applicable percentage will apply to the wage rate only. Staff members covered by the provisions of the Schedule will be entitled to the same terms and conditions of employment as all other staff to whom this **Agreement** applies on a pro-rata basis.

Workplace Adjustment

- 1.13. If the **University** wishes to employ a person under the provisions of this Schedule, it will take reasonable steps to make changes in the workplace to enhance the staff member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

- 1.14. In order for an adequate assessment of the staff member's capacity to be made, the **University** may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 1.15. During the trial period, the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 1.16. The minimum amount payable to the staff member during the trial period will be no less than \$102.00 per week. The minimum payable will be increased over the life of this **Agreement** in line with the salary increases paid to all staff under clause 27 of this **Agreement**.
- 1.17. Work trials should include induction or training as appropriate to the job being trialled.
- 1.18. Where the **University** and staff member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Schedule D, clause 1.7.

SCHEDULE E – Traineeships

1. Arrangement

Clause Number	Subject Matter
1	Arrangement
2	Application
3	Definitions
4	Training Conditions
5	Employment conditions
6	Wages
7	Dispute settlement procedures
8	Part time traineeships
9	Skills Levels

2. Application

- 2.1. Schedule E of this **Agreement** will apply to persons:
- who are undertaking a Traineeship (as defined); and
 - who are employed by the **University**.
- 2.2. Schedule E does not apply to the apprenticeship system or training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship binding upon the **University**.
- 2.3. Schedule E will cease to apply to the employment of the Trainee at the conclusion of the Traineeship and the relevant provisions of this **Agreement** will apply to the staff member (the former Trainee).

3. Definitions

- 3.1. "Approved Training" means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- 3.2. "Trainee" is an individual who is a signatory to a Training Agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.
- 3.3. "Traineeship" means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.

- 3.4. "Training Agreement" means an agreement for a Traineeship made between the **University** and a Trainee which is registered with the relevant State or Territory Training Authority.
- 3.5. "Training Package" means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- 3.6. "Training Plan" means a program of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.
- 3.7. "Traineeship Scheme" means an approved Traineeship applicable to a group or class of staff members or to an industry or sector of an industry or an enterprise, which has been approved by the relevant State or Territory Training Authority.
- 3.8. References in this **Agreement** to the relevant State or Territory Training Authority mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.
- 3.9. Relevant State or Territory legislation means the following:
- Western Australia:** Vocational Educational and Training Act 1996
Northern Territory: Training and Skills Development Act 2016
Victoria: Education and Training Reform Act 2006
New South Wales: Apprenticeship and Traineeship Act 2001
Australian Capital Territory: Training and Tertiary Education Act 2003
Queensland: Further Education and Training Act 2014
South Australia: Training and Skills Development Act 2008
Tasmania: Training and Workforce Development Act 2013
or any successor legislation
- 3.10. Year 10 - for the purposes of this Schedule any person leaving school before completing Year 10 will be deemed to have completed Year 10.

4. Training Conditions

- 4.1. The Trainee will attend an approved training course or training program prescribed in the Training Agreement or as notified to the Trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes.
- 4.2. Employment as a Trainee under this Schedule will not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the **University** and the Trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format, employment as a Trainee will not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. The **University** will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.
- 4.3. The **University** will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 4.4. The provisions of the relevant State and Territory legislation dealing with the monitoring by officers of the relevant State or Territory Training Authority and the use of training records or workbooks as part of this monitoring process will apply to Traineeships under this Schedule.

5. Employment Conditions

- 5.1. A full-time Trainee will be employed for a maximum period of one year provided that a Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the **University**. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the **University** and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. A part-time Trainee will be engaged in accordance with the provisions of clause 8 - Part-time Traineeships under this Schedule.
- 5.2. Where the Trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the Traineeship may be concluded by agreement.
- 5.3. Termination of the employment of Trainees is dealt with in either the Training Agreement or in the relevant State or Territory training legislation. The **University**, in initiating such action, will give written notice to the Trainee at the time the action is commenced.
- 5.4. The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the Approved Training.
- 5.5. Where the employment of a Trainee by the **University** is continued after the completion of the Traineeship period, such Traineeship period will be counted as **Service** for the purposes of this **Agreement** or any other legislative entitlements.
- 5.6. Reasonable overtime may be worked by the Trainee provided that it does not affect the successful completion of the Approved Training.
- 5.7. No Trainee will work overtime or shift work on their own unless consistent with the provisions of this **Agreement**.
- 5.8. No Trainee will work shift work unless the shift work makes satisfactory provision for Approved Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
- 5.9. The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this **Agreement**, unless this **Agreement** makes specific provision for a Trainee to be paid at a higher rate, or the **University** and the Trainee agree in writing that the Trainee will be paid at a higher rate, in which case the higher rate will apply.
- 5.10. All other terms and conditions in this **Agreement** that are applicable to the Trainee or would be applicable to the Trainee, but for this Schedule will apply.
- 5.11. A Trainee who fails to either complete the Traineeship or who cannot, for any reason, be placed in full-time employment with the **University** on successful completion of the Traineeship, will not be entitled to any severance payments payable under this **Agreement**, or provisions similar to these provisions.
- 5.12. It is not intended that existing staff members will be displaced from employment by Trainees.

6. Wages

- 6.1. The minimum weekly wages payable to full-time Trainees will be as provided in clauses 6.4 to 6.7 of this Schedule and will be increased in line with the salary increases paid to staff members over the life of the **Agreement**, as set out in clause 27 of this **Agreement**.
- 6.2. The wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes Approved Training.
- 6.3. The wage rates set out in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

6.4. Skills Level A (\$ per week)

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

School Leaver	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	325.00	387.00	468.00
Plus 1 year out of school	387.00	468.00	543.00
Plus 2 years out of school	468.00	543.00	762.00
Plus 3 years out of school	543.00	762.00	721.00
Plus 4 years out of school	631.00	721.00	-
Plus 5 years or more	721.00	-	-

6.5. Skill Level B (\$ per week)

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

School Leaver	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	385.00	454.00	530.00
Plus 1 year out of school	454.00	530.00	607.00
Plus 2 years out of school	530.00	607.00	712.00
Plus 3 years out of school	607.00	712.00	811.00
Plus 4 years out of school	712.00	811.00	-
Plus 5 years or more	811.00	-	-

6.6. Skill Level C (\$ per week)

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

School Leaver	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	385.00	454.00	517.00
Plus 1 year out of school	454.00	517.00	580.00
Plus 2 years out of school	580.00	580.00	648.00
Plus 3 years out of school	648.00	648.00	723.00
Plus 4 years out of school	723.00	723.00	-
Plus 5 years or more	811.00	-	-

- 6.7. The rates of pay in this Schedule absorb, to the extent permitted, any increases that result from the minimum wage decisions of the Fair Work Commission (or its successor).
- 6.8. Clause 9 of this Schedule sets out the skill level of a Traineeship.
- 6.9. For the purposes of this Schedule, out of school will refer only to periods out of school beyond Year 10, and will be deemed to:
- include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 - not include any period during a calendar year in which a year of schooling is completed; and
 - have effect on an anniversary date being January 1 in each year.

7. Dispute Settling Procedures

For matters not dealt with in the relevant State or Territory training legislation, the dispute settling procedures in this **Agreement** will apply to Trainees.

8. Part Time Traineeships

- 8.1. This clause will apply to Trainees who undertake a Traineeship on a part-time basis by working less than full-time hours and by undertaking the Approved Training at the same or lesser training time than a full-time Trainee.
- 8.2. The tables below set out the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in Approved Training. These rates are derived from a 38 hour week. These hourly rates will be increased in line with the salary increases paid to staff members over the life of this **Agreement**, as set out in clause 27 of this **Agreement**.

Table 1: Trainees who have left school (\$ per hour)

Skill Level A		Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12	
	\$	\$	\$	
School leaver	13.52	14.78	17.86	
1 year after leaving school	14.78	17.86	20.73	
2 years plus	17.86	20.73	24.14	
3 years plus	20.73	24.14	27.58	
4 years plus	24.14	27.58	-	
5 years plus	27.58	-	-	
Skill Level B		Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12	
	\$	\$	\$	
School leaver	13.52	14.78	17.24	
1 year after leaving school	14.78	17.24	19.79	
2 years plus	17.24	19.79	23.27	
3 years plus	19.79	23.27	26.48	
4 years plus	23.27	26.48	-	
5 years plus	26.48	-	-	
Skill Level C		Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12	
	\$	\$	\$	
School leaver	13.52	14.78	16.85	
1 year after leaving school	14.78	16.85	18.92	
2 years plus	16.85	18.92	21.21	
3 years plus	18.92	21.21	23.63	
4 years plus	21.21	23.63	-	
5 years plus	23.63	-	-	

Table 2: School based traineeships (\$ per hour)

Year of Schooling		
	Year 11 or lower	Year 12
	\$	\$
Skill Levels A, B and C	13.52	14.78

- 8.3. The hours for which payment will be made are determined as follows:
- Where the Approved Training for a Traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates will apply only to the total hours worked by the part-time Trainee on-the-job.
 - Where the Approved Training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in Approved Training is 20% (ie. the same as for the equivalent full-time Traineeship).
 - If the training is solely on-the-job, then the total hours on-the-job will be multiplied by the applicable hourly rate, and then 20% will be deducted.
 - If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training will be multiplied by the applicable hourly rate, and then 20% will be deducted.

Note: 20% is the average proportion of time spent in Approved Training which has been taken into account in setting the wage rates for most full-time Traineeships. Where the full-time weekly ordinary hours of work are not 38, the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the full-time weekly ordinary hours.

General Formula

- 8.4. For Traineeships not covered by the provisions set out above, the following formula for the calculation of wage rates will apply:
- 8.5. The wage rate will be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the Traineeship which may also be varied on the basis of the following formula:

Full-time wage rate x Trainee hours - average weekly training time

Note: Average weekly training time is based upon the length of the Traineeship specified in the Traineeship agreement or Training Agreement as follows: 7.6×12 , Length of the traineeship in months.

Employment conditions for all part-time Trainees

- 8.6. A part-time Trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All the provisions of this Schedule will apply to part-time Trainees, except as specified in clause 8.7 of this Schedule.
- 8.7. However, a Trainee undertaking a school-based Traineeship may, with the agreement of the Trainee, be paid an additional loading of 25% on all **Ordinary Hours of Work** in lieu of recreation leave, personal leave and **University Holidays**. Notwithstanding this, where a Trainee is called upon to work on a **University Holiday**, the provisions of the relevant award will apply.
- 8.8. A part-time Trainee may, by agreement, transfer from a part-time to a full-time Traineeship position should one become available.
- 8.9. The minimum employment periods specified in this **Agreement** will also be applicable to part-time trainees.

9. Skill Levels

Current Traineeships and skill levels applicable at the **University** include:

Skill Level A - Administration (all areas), Information Technology, Finance, Engineering, Education, Health Sector, Horticulture, Communications, Disability, Construction Worker Grade 2, Library Assistant, Media Journalism.

Skill Level B - Electrical, Fitness Instruction, Print Design and Production, Warehousing and Distribution.

Skill Level C - Grounds Maintenance.

SCHEDULE F – Academic and Professional Staff Conversion from Casual to Non-Casual Employment

1. A sessional academic or casual professional staff member may apply in writing to convert their employment to full-time employment or part-time employment, subject to meeting the conditions set out in this Schedule. The **University** will inform sessional academic and casual professional staff of, and provide access to, these provisions on appointment and from time to time (at least annually).
2. The employment of a sessional academic or casual professional staff member will not be adversely affected in order to avoid the intended operation of, or any obligations under this Schedule.
3. To be eligible for conversion, a sessional academic or casual professional staff member must be employed:
 - (a) for a period of 12 months beginning the day the employment started; and
 - (b) having worked a regular pattern of hours on an ongoing basis during the last 6 months which, without significant adjustment, the staff member could continue to work as a full-time employee or part-time employee (as the case may be).
4. For the purposes of this clause, occasional and short-term work performed by the sessional academic or casual professional staff member in another classification, job or budget centre will not affect the staff member's eligibility for conversion or be included in determining eligibility to apply for conversion.
5. The **University** must make an offer to a sessional academic or casual staff member to convert their employment to full-time employment or part-time employment if the staff member satisfies the criteria in clause 3 of this Schedule unless:
 - (a) there are reasonable grounds not to make the offer; and
 - (b) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
6. A sessional academic or casual professional staff member may request to have their employment converted to full-time employment or part-time employment if:
 - (a) they satisfy the criteria in clause 3 of this Schedule;
 - (b) the **University** has not made an offer under clause 4 of this Schedule in the preceding 6 months; and
 - (c) the request is in writing and given to the **University**.
7. The **University** may refuse an application under clause 6 on reasonable grounds which are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
8. For the purposes of clauses 5(a) and 7 of this Schedule, reasonable grounds include, but are not limited to:
 - (a) the sessional academic or casual professional staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (b) the sessional academic or casual professional staff member has reached the preservation age for accessing their superannuation ;
 - (c) the sessional academic or casual professional staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 12 months
 - (d) the hours of work which the sessional academic or casual professional staff member is required to perform will be significantly reduced within 12 months;
 - (e) the sessional academic or casual professional staff member has a primary occupation with the **University** or elsewhere, either as a staff member or as a self-employed person;
 - (f) the sessional academic or casual professional staff member does not meet the essential requirements of the position;
 - (g) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular;
 - (h) conversion would require a significant adjustment to the sessional academic or casual professional staff member's hours of work in order them to be employed on a full-time or part-time basis;
 - (i) there will be a significant change in the next 12 months to the days on which the staff member works and/or the hours of work, which cannot be accommodated within the days/times the staff member is available to work; or

- (j) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

9. For the avoidance of doubt, any reference to a “12 month” period in clause 8 shall be assessed as follows:
 - (a) for a conversion request made by a staff member under clause 6 of this Schedule, the 12 month period will commence from the date the request is made to the **University**; or
 - (b) where the **University** decides not to make an offer under clause 5 of this Schedule, the 12-month period will commence from the date the **University** determines a conversion offer will not be made.
10. If the **University** does not make an offer under clause 5 of this Schedule despite the staff member being eligible for conversion, or rejects an application for conversion under clause 6, it must provide written reasons for doing so. If the application is rejected, a further application for conversion cannot be made by the staff member for a period of six months from the date of the rejection unless the rejection is solely based on the fact that the work is no longer required, and these circumstances change due to the operational requirements of the **University**.
11. If the application is accepted, the staff member will be offered a full-time or part-time position. Conversion may be to either continuing employment or to a position for a period of **Fixed-Term Employment** consistent with this Schedule. The offer of conversion will indicate the hours and pattern of work which must be consistent with the sessional academic or casual professional staff member’s prior employment, subject to the operational requirements of the **University**.
12. Conversion for casual professional staff may be to part-year or annualised hours employment, but this is not required. Conversion of a staff member to part-year or annualised hours employment may occur where the work by custom and practice has been performed by the staff member on this basis.
13. A dispute arising from the application of this clause will be dealt with in accordance with the dispute settling procedures in clause 59 of this **Agreement**.

Part-Year Employment

14. Clauses 14 - 19 apply to casual professional staff appointed to part-year employment.
15. During the periods of the year that the part-year professional staff member is not required to perform work, the staff member’s employment will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be on leave without pay for periods when the staff member is not required to perform work. These periods will not break the staff member’s continuity of service.
16. In respect of the periods when the part-year professional staff member is working, they will be paid on the same basis as comparable, full-time or part-time continuing staff members as the case may be.
17. Leave, including recreation leave, long service leave and personal leave will accrue during hours worked by the part-year professional staff member. Leave, other than recreation leave and long service leave, will be available to the staff member only during the periods when the staff member is working. The timing of the taking of recreation leave and long service leave will be agreed between the **University** and the staff member, subject to the provisions of the *Fair Work Act 2009* (Cth) and the applicable long service leave legislation.
18. A part-year professional staff member will be entitled to the benefits set out in clause 57 for all **University Holidays** that fall on the day on which the staff member is required to work. If the **University Holiday** falls on a day when the staff member is on leave without pay, then they are not entitled to the benefits set out in clause 57.
19. In the event that the employment of a part-year staff member ceases, for whatever reason, and the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment must be repaid by the staff member to the **University** as at the date when the employment ceases subject to the provisions of the *Fair Work Act 2009* (Cth). If the payment is not repaid, the **University** may off-set any such amounts against any entitlements owing to the staff member, subject to the provisions of the *Fair Work Act 2009* (Cth).

Annualised Hours Employment

20. Clauses 20 - 26 apply to casual professional staff appointed to annualised hours employment.
21. Subject to the terms of the employment, the time and manner in which the staff member's annual **Ordinary Hours of Work** are scheduled over the year will be at the discretion of the **University** and can be worked over a period of less than 52 weeks.
22. For the purposes of payment, the total number of annual **Ordinary Hours of Work** to be worked by the professional staff member will be averaged to a fortnightly **Salary**.
23. A staff member employed on annualised hours will be entitled to receive pro-rata leave entitlements determined by the number of annualised **Ordinary Hours of Work** required to be worked. The timing of when the staff member will take recreation leave and long service leave will be agreed between the **University** and the staff member, subject to the provisions of the *Fair Work Act 2009* (Cth).
24. A staff member employed on annualised hours will be entitled to the benefits set out in clause 57 for all **University Holidays** that fall on a day on which they are scheduled to work. If the **University Holiday** falls on a day when the staff member is not scheduled to work, then they are not entitled to the benefits set out in clause 57.
25. A staff member employed on annualised hours will be eligible for the same overtime benefits as a full-time professional staff member. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the annualised hours professional staff member is employed. There is no accrual of leave entitlements (howsoever described) in respect of the overtime hours worked by the staff member, unless required under applicable legislation.
26. Where in any year, with the agreement of the **University**, a staff member employed on annualised hours works in excess of the number of **Ordinary Hours of Work** in the year for which the staff member is employed, the payment for the additional ordinary hours worked will be made in the first available pay period following receipt of a valid claim from the staff member. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
27. In the event that the employment of a staff member employed on annualised hours ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member will be performed and:
 - (a) if the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment is repayable by the staff member to the **University** as at the date when the employment ceased, subject to the provisions of the *Fair Work Act 2009* (Cth). If the payment is not repaid, the **University** may off-set any such amounts against any entitlements owing to the staff member subject to the provisions of the *Fair Work Act 2009* (Cth).; and
 - (b) if the staff member has performed work with the agreement of the **University** for which the staff member has not been paid by the **University**, the **University** will pay to the staff member the outstanding amount as at the date the employment ceases.

SCHEDULE G – Casual Academic Rates

- The minimum salaries paid to casual academic staff members are set out in Schedule A of this **Agreement** and will be calculated using the following formulae:

Lecturing and higher marking rate

- The **Base Hourly Rate of Pay** applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale and calculated as follows:

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

Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

- The **Base Hourly Rate of Pay** applicable where the duties include full unit coordination or the academic staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Level A, step 6/52} + 25\%}{37.5}$$

Rate applicable to all other duties

- The **Base Hourly Rate of Pay** applicable to all other duties including tutoring rates not covered by clause 3 in this Schedule is determined by reference to the second step of the full-time Level A scale and calculated as follows:

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

Classes

- A casual academic staff member required to deliver a Class (or equivalent delivery other than through face-to-face teaching mode) of a specified duration and relatedly providing direct associated duties in the nature of preparation and student consultation will be paid for at a rate for each hour of Class delivered, according to the following table. This rate also includes payment for all marking undertaken during the Class, Seminar or equivalent.

Type of Class and associated working time assumed	Minimum salary per hour of Class delivered
Basic Class (1 hour of delivery and 2 hours of associated working time)	Refer to Schedule A
Developed Class (1 hour of delivery and 3 hours associated working time)	Refer to Schedule A
Specialised Class (1 hour of delivery and 4 hours associated working time)	Refer to Schedule A
Repeat Class (1 hour of delivery and 1 hour associated working time)	Refer to Schedule A

- The hourly rate in a repeat Class applies to a second or subsequent delivery of substantially the same Class in the same subject matter within a period of 7 days and includes any marking undertaken during the repeat Class or equivalent and student consultation associated with it.
- For the purposes of this **Agreement**, the term Class means any education delivery described as a Class in a course or unit outline, or in an official timetable issued by the **University**.

Seminars

8. A casual academic staff member required to deliver or present a Seminar (or equivalent delivery other than through face-to-face teaching mode) of a specified duration and relatedly provide directly associated duties in the nature of preparation and student consultation, will be paid at a rate for each hour of Seminar delivered or presented, according to the following table. This rate also includes payment for all marking undertaken during the Seminar or equivalent.

Type of teaching and associated working time assumed	Minimum salary per hour of Seminar delivered	Minimum salary per hour of Seminar delivered where clause 3 of this Schedule applies
Seminar (1 hour of delivery and 2 hours associated working time)	Refer to Schedule A	Refer to Schedule A
Repeat Seminar (1 hour of delivery and 1 hour associated working time)	Refer to Schedule A	Refer to Schedule A

9. The hourly rate in a repeat Seminar applies to a second or subsequent delivery of substantially the same Seminar in the same subject matter within a period of seven days and any marking undertaken in the Seminar or equivalent and student consultation associated with it.
10. For the purposes of this **Agreement**, the term Seminar means any education delivery described as a Seminar in a course or unit outline, or in an official timetable issued by the **University**.

Musical accompanying with special educational services

11. For musical accompanying with special educational services, the casual academic staff member will be paid for each hour of accompanying as well as for one hour of preparation time for each hour of accompanying delivered:

Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying	Minimum salary per hour of musical accompanying where clause 3 of this Schedule applies
Musical accompanying (1 hour of delivery and 1 hour preparation time)	Refer to Schedule A	Refer to Schedule A

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

Undergraduate clinical nurse education

13. A casual academic staff member required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated duties in the nature of preparation and student consultation according to the following table. This rate also includes payment for all marking undertaken during the delivery of clinical nurse education or equivalent.

Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered	Minimum salary per hour of clinical nurse education where clause 3 of this Schedule applies
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	Refer to Schedule A	Refer to Schedule A
Normal preparation time (1 hour of delivery and 1 hour associated working time)	Refer to Schedule A	Refer to Schedule A

14. For the purpose of this **Agreement**, the term undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Marking

15. Each faculty will maintain a set of guidelines that reflect reasonable expectations for academic feedback, marking and grading. These guidelines will take into account the complexity of the feedback, marking and grading and the experience of the assessors. The assessment process may involve the following three stages: evaluation of the assessment, provision of feedback and the recording of results. This will not limit the requirement to pay staff members according to the work performed. These guidelines will be provided to new academic casual staff members upon commencement of their employment.
16. All feedback, marking and grading undertaken outside timetabled Classes and Seminars or in the delivery of clinical education will be paid for separately in accordance with the following rates:

Type of marking	Minimum salary per hour of marking	Minimum salary per hour of marking where clause 3 of this Schedule applies
Standard marking	Refer to Schedule A	Refer to Schedule A
Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an Academic at Level B status.	Refer to Schedule A	Refer to Schedule A

Other Required Academic Activity

17. A casual academic staff member required to perform other required academic activity as defined in clause 18 of this Schedule will be paid at an hourly rate specified in Schedule A. The higher rate in Schedule A will apply if they hold a relevant doctoral qualification or are required to perform full unit coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

18. For the purposes of this Schedule, other required academic activity will include work that a person, acting as or on behalf of the **University** requires the academic staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- (a) the conduct of practical classes, demonstrations, workshops or student field excursions;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance and visual art studio sessions;
- (d) musical coaching, repititeurship and musical accompanying other than with the special educational service;
- (e) development of teaching and unit materials such as preparation of unit guides and reading lists and basic activities associated with unit coordination;
- (f) consultation with students;
- (g) supervision;
- (h) attendance at meetings as required;
- (i) attendance at Classes in the unit or course being taught; and
- (j) attendance at training classes or other sessions relevant to the unit or course being taught.

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

Academic casual staff compliance, learning and development package

- 19.** A casual academic staff member who is engaged to deliver teaching for at least one trimester within an **Academic Year** will be entitled to be paid for Learning and Development Activities in accordance with this clause.
- 20.** Payment for Learning and Development Activities is for up to 4 hours per **Academic Year** and is paid at the rate for other required academic activity specified in Schedule A.
- 21.** In a staff member's first year of employment at the **University**, the Learning and Development Activities will include one hour of compliance activities, as provided for by the **University**, and up to three hours paid induction for familiarisation with **University** policies and procedures, including in respect of teaching and learning activities (such as in respect of assessment, student misconduct, plagiarism, re-assessment and similar policies and procedures).
- 22.** In subsequent years, the Learning and Development Activities will include one hour of compliance activities and three hours of development activities that contribute to a staff member's learning and teaching skills and have been authorised by the **University**.
- 23.** In order to claim payment for Learning and Development Activities, a staff member must demonstrate that the Learning and Development Activity has been undertaken.

SCHEDULE H – Shift Work – Professional Staff

1. This Schedule only applies to:
 - (a) professional staff classified as shift workers as at the commencement date of this Agreement; or
 - (b) professional staff employed as carbon fibre manufacturing staff, collectively referred to as “shift professional staff member” in this Schedule H.
2. This clause does not apply to a professional staff member whose **Salary** exceeds that prescribed for the top increment of HEW 7.
3. For the purpose of this clause:
 - (a) “Day Shift” means any shift starting at or after 6.00am and finishing at or before 7.00pm;
 - (b) “Afternoon Shift” means any shift finishing after 7.00pm and at or before midnight;
 - (c) “Night Shift” means any shift finishing after midnight and at or before 7.00am;
 - (d) “Ordinary Shift” means any shift on which a shift professional staff member is rostered for work within the **Ordinary Hours of Work** of the staff member and according to the relevant roster cycle;
 - (e) “Overtime Shift” means any shift worked by a shift professional staff member in excess of five shifts per week;
 - (f) “Relevant Roster Cycle” means a sequence of shifts in a roster to be worked by a shift professional staff member in the ordinary working hours of the staff member and arranged so as to form a recurring cycle of five days on shift and two days off shift per week;
 - (g) “Rostered Shift” and “Shift” means a continuous period of work during which a shift professional staff member is rostered for work;
 - (h) “Week” means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.
4. Except as provided in clause 5, a shift professional staff member working an afternoon or night shift will, for any **Ordinary Hours of Work** worked on Monday to Friday inclusive, be paid the **Ordinary Rate of Pay** plus 15%.
5. A shift professional staff member required to work an ordinary shift on a Saturday, Sunday or **University Holiday** will be paid the staff member’s **Ordinary Rate of Pay** plus:
 - (a) On a Saturday - 50%;
 - (b) On a Sunday - 100%;
 - (c) On a **University Holiday** - 150%.
6. A shift professional staff member whose rostered day off duty falls on a **University Holiday** will be given one day’s leave in lieu of the holiday.
7. A shift professional staff member who without 72 hours’ notice is:
 - (a) transferred from day work to shift work;
 - (b) transferred from one shift roster to another shift roster;
 - (c) transferred to an unrostered shift; or
 - (d) transferred to another shift within the roster, will be paid an additional allowance of 50% of the **Ordinary Rate of Pay** of the staff member for any day, afternoon or night shift to which the staff member is transferred and which occurs before the expiry of 72 hours’ notice of the transfer. The allowance provided under this clause will be paid in lieu of the allowance provided under clause 4.
8. Shift rosters will be arranged so that shifts are rotated on a weekly basis unless:
 - (a) agreed between a shift professional staff member and the **University**; or
 - (b) otherwise specified in a shift professional staff member’s instrument of appointment.

9. For the purposes of the National Employment Standards, a shift worker is a shift professional staff member whose **Ordinary Hours of Work** are performed over seven days a week including Sundays and **University Holidays** will, in addition to the staff member's normal leave entitlement, be granted additional recreation leave as follows:

- (a) where the rostered time of the staff member's **Ordinary Hours of Work** includes at least 10 Sundays - an additional five working days; or
- (b) where the rostered time of the staff member's **Ordinary Hours of Work** includes less than 10 Sundays - additional leave at the rate of half a day in respect of each Sunday so rostered.

The additional recreation leave set out in clause 9 will exclude non-working days and **University Holidays**.

Carbon Fibre - 12 hour shifts

10. Taking into account the unique operation in carbon fibre manufacturing, following consultation with the carbon fibre manufacturing staff, 12 hour shift operation may be implemented by the **University**, subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided;
- (e) an adequate trial or review process being implemented in conjunction with the carbon fibre manufacturing employees; and
- (f) provision of a loading of 15% for each shift.

11. 12 hour shifts may be implemented in accordance with the following requirements:

- (a) no more than four consecutive shifts in a row;
- (b) no more than three consecutive day shifts;
- (c) there will be no extension of work beyond 12 hours (i.e. no overtime following a 12 hour shift);
- (d) day shifts will not commence before 7.00am;
- (e) there will be a reasonable distribution of days off between block shifts;
- (f) shifts will not be compacted to produce long breaks;
- (g) the roster cycle will be planned over a period of four weeks;
- (h) except at the regular changeover of shifts a staff member shall not be required to work more than one shift in each 24 hours; and
- (i) a staff member shall not be required to work for more than 5 hours without a break for a meal.

SCHEDULE I – Academic Work Allocation Model Activities

Research and Scholarship

1. The range of activities encompassed in the research allocation may include but are not limited to those listed below. These activities are largely self-directed and do not individually require the allocation of a specific number of hours.

Research

- (a) Conducting research and preparation of results for Excellence for Research in Australia (ERA) - recognised publications;
- (b) Application of research expertise and outcomes in the translation of knowledge for community, state and national benefit including the writing and publishing of research reports;
- (c) Creative practice, including performance;
- (d) Presenting research papers at national and international conferences;
- (e) Writing and submitting internal and external funding bids and/or grant applications;
- (f) Undertaking and managing research projects and programs;
- (g) Participating in research administration;
- (h) HDR supervision and coordination;
- (i) Mentoring of other academic staff;
- (j) Application of scholarly and research expertise to innovation and invention, with appropriate involvement in the commercialisation of outcomes;
- (k) Professional development activities relevant to research;

Scholarship

- (a) Scholarship activities aimed at consolidating and extending systematised knowledge of a staff member's discipline area.

Teaching

2. Teaching activities vary across schools and academic groups and may include but are not limited to:
 - (a) Preparation of teaching materials for face to face, online and all other modes of delivery;
 - (b) Delivery of classes and seminars face to face, online and in all other modes;
 - (c) Delivery of laboratory classes, practicums, studio, performance and clinical sessions;
 - (d) Community-based teaching;
 - (e) Supervision of honours and postgraduate projects
 - (f) Supervision of undergraduate coursework projects;
 - (g) All aspects of student assessment, including preparing, marking, moderating and providing feedback;
 - (h) Student consultation related to learning by whatever mode;
 - (i) Unit chair duties;
 - (j) Mentoring of other academic staff;
 - (k) Professional development activities relevant to teaching;
 - (l) Travel between campuses or to other locations for the purposes of teaching related duties (where performed regularly or frequently);
 - (m) Travel time associated with delivery at international off-shore locations (up to a maximum of seven hours per day);
 - (n) Any other duties which manifestly constitute teaching.

Service

3. Service activities will relate to the core business of the **University**, and may include activities identified in the strategic or operational plans. Internal and external activities are subject to approval by the supervisor and may potentially include but are not limited to:
 - (a) Formal management and leadership duties within the School/Department, Faculty or **University** such as Associate Head of School/Department, membership of, or chairing, School/Department, Faculty or **University** committees,
 - (b) Activities related to the design, approval, review or accreditation of units, courses or programs;

- (c) Developing, organising or co-ordinating professional fieldwork, practicums, clinical placements, or work integrated learning;
- (d) Attendance at **University** open days and School and Faculty meetings and days;
- (e) Attendance at **University** graduations;
- (f) Student recruitment and selection including school visits and HDR student recruitment;
- (g) Commercial projects and consultancies (other than approved outside work);
- (h) Professional practice and contributions, agreed in advance with the supervisor, which should take account of **University** esteem factors. These include membership of the board or executive of professional associations, conference chairs and editing of journals;
- (i) Public profile raising such as media activities;
- (j) Community and industry engagement, agreed in advance with the supervisor;
- (k) Professional development activities relevant to service;
- (l) Other approved projects and activities undertaken in consultation with the staff member's supervisor;
- (m) Occupational Health and Safety roles, for example, Health and Safety Representatives, First Aid Officers and Emergency Wardens;
- (n) Participation by Indigenous staff (in NIKERI and across the **University**) in the Indigenous Staff Network (ISN);
- (o) Indigenous staff cultural load (in NIKERI and across the **University**); and
- (p) Administration duties not covered elsewhere.



SIGNATURES

Signed for and on behalf of:
DEAKIN UNIVERSITY

Dated 20.9.23

Professor Iain Martin
Vice-Chancellor and President

Geelong Waterfront Campus
1 Gheringhap Street
Geelong VIC 3220

in the presence of

Dated 20.9.23

Kathryn Baldwin

Signed for and on behalf of:
NATIONAL TERTIARY EDUCATION INDUSTRY UNION (NTEU)

Dated 20/9/2023

Dr Damien Cahill
General Secretary, NTEU

National Office
1st Floor, 120 Clarendon Street
South Melbourne VIC 3205

in the presence of

Dated 20/9/2023

Renee Veal

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/3365

Applicant: **DEAKIN UNIVERISTY**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stacey Walton, Chief People and Culture Officer have the authority given to me by Deakin University ("the University") to give the following undertakings with respect to the *Deakin University Enterprise Agreement 2023* ("the Agreement"):

1. Any trainees employed by the University who are classified as Skills Level A (\$ per week) under clause 6.4 of Schedule E of the Agreement will be paid in accordance with the rates under clause 6.5 – Skills Level B.
2. Any casual professional staff member who would otherwise be covered by the *Higher Education Industry – General Staff – Award – 2020 (General Staff Award)* who undertakes work on Saturday and Sunday will be paid an hourly pay rate for work on those days not less than the pay rate under the General Staff Award.
3. Part-time and casual staff who are employed by the University under Schedule C will be entitled to a minimum engagement of two consecutive hours of work on any given day.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

05/10/2023

Date

deakin.edu.au