ENTERPRISE AGREEMENT
(ACADEMIC AND PROFESSIONAL STAFF)
2019

including Schedule 6 - The COVID-19 Schedule
DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Monash University
(AG2020/1897)

MONASH UNIVERSITY ENTERPRISE AGREEMENT (ACADEMIC AND PROFESSIONAL STAFF) 2019
Educational services

COMMISSIONER JOHNS SYDNEY, 9 JULY 2020


[1] An application has been made for approval of a variation to the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (the Agreement). The application was made by Monash University pursuant to section 210 of the Fair Work Act 2009 (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B. 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.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[5] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 5 February 2020. Those undertakings form part of the Agreement as varied.

[6] The variation is approved and the consolidated version of the Agreement, as varied, is attached to this decision.
In accordance with s.216 of the Act, the variation operates from 9 July 2020.

COMMISSIONER

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The Agreement will be known as the Monash University Enterprise Agreement (Academic and Professional Staff) 2019.

2. ARRANGEMENT

PART A – PRELIMINARIES

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3.1 “Aboriginal and Torres Strait Islander staff members” means staff members of Aboriginal and/or Torres Strait Islander descent who identify as Aboriginal and/or Torres Strait Islander persons and who are accepted as such by their Aboriginal and/or Torres Strait Islander community in Australia.

3.2 Subject to clause 38, “continuous service” means service with the University which the University recognises for continuity of employment. This includes paid service, periods of approved leave and any service expressly recognised under clause 38.

3.3 “Indigenous” means pertaining to Australian Aboriginal and Torres Strait Islander staff members (as defined).

3.4 “Long term casuals” means casual professional staff or Teaching Associate staff who have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

3.5 “NTEU” means the National Tertiary Education Industry Union.

3.6 “Operative Date” means the date from which this Agreement operates as specified in the approval decision of the Fair Work Commission.

3.7 “Ordinary rate of pay” means the staff member’s hourly, daily or other rate of pay (excluding Teaching Associate rates) calculated on the base annual salary payable in accordance with the relevant classification as set out in Schedule 1, except where elsewhere provided in this Agreement.

3.8 “Parties” shall mean the University and the NTEU and any other union where that union has acted as a bargaining representative in relation to this Agreement and notifies the Fair Work Commission of its intention to be bound pursuant to the **Fair Work Act 2009**, unless otherwise implied by the context.

3.9 *Representative* means a person chosen by the staff member but not a practising barrister or solicitor.

3.10 “Staff member” means academic and professional staff however employed by the University.

3.11 “Suitable Alternative Employment” means employment either external to the University where the employment has been negotiated or procured by the University or within the University:

(a) for which a staff member meets the essential requirements; and

(b) which the staff member could perform satisfactorily within, what is in all the circumstances, a reasonable time; and

(c) (i) which, in relation to employment within the University, is to be of equivalent grade and salary; or

(ii) which, in relation to employment external to the University, is to be on substantially equivalent conditions, grade, and remuneration and which are no less favourable overall; and

(d) which is to be filled at the same fraction of full-time as the staff member was employed in the redundant position (or an alternative fraction if the staff member agrees); and

(e) in respect of which a rejection by a staff member of an offer on the grounds of geographic location of the position will not be regarded as an unreasonable rejection if the new geographic location is unreasonably distant.

3.12 *Supervisor* means the person who is responsible for the day-to-day supervision of the staff member.

3.13 *Termination of employment* means termination of employment at the initiative of the University.

3.14 “Termination payment(s)”, “termination pay”, “termination benefit(s)”, or “Redundancy Payment” as referred to in clauses 53 and 55 means a payment, the entirety of which shall comprise a genuine redundancy payment, save that the component of any severance payment necessary to satisfy the minimum payment in lieu of notice required under the **Fair Work Act 2009**, if any, shall be a payment in lieu of notice rather than a genuine redundancy payment.

3.15 “University” means Monash University, a body politic and corporate established under the **Monash University Act 1958** and continued under the **Monash University Act 2009** and comprises all of its campuses and locations in Australia wherever situated.

3.16 “University Policy” means a policy or procedure of the University as in force and varied from time to time.

3.17 “Vice-Chancellor” means the Vice- Chancellor and President of the University or their nominee in any case where the Vice-Chancellor has formally nominated a person to act as their nominee for the purpose.
4. **OPERATION OF AGREEMENT**

This Agreement will come into force on the Operative Date and will have a nominal expiry date of 30 June 2022.

5. **APPLICATION AND PARTIES BOUND**

This Agreement will be binding upon the following Parties:

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

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

(a) those appointed Vice-Chancellor, Provost, Deputy Vice-Chancellor, President, Vice-President, Vice-Provost, Pro Vice-Chancellor, or appointed to a position succeeding any of those positions;

(b) those who are subject to the application of the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009, the Monash University Enterprise Agreement (Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005, or their successors; and

(c) conjoint appointees (for example in the Faculty of Medicine, Nursing and Health Sciences) who are jointly appointed by a relevant institution (excluding subsidiaries of the University) and the University but are wholly paid by the other institution.

6. **AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be displayed on the University’s Monash HR homepage on the World Wide Web, and will be available for inspection by any staff member.

7. **OPERATION OF AWARDS AND AGREEMENT**

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

If the University has, prior to the operation of the Agreement, commenced a process under clause 13 (Consultation about Change), Part G (Cessation of Employment) or Part H (Disciplinary and Grievance Matters) of the Monash University Enterprise Agreement (Academic and Professional Staff) 2014 (the “2014 agreement”), then the University will continue such proceedings to completion in accordance with the procedures prescribed in each pre-existing clause.

If a dispute resolution proceeding has been commenced under clause 12 of the 2014 agreement prior to the commencement of this Agreement and the subject matter of that dispute relates to the operation of a provision or provisions under the 2014 agreement that have continued under this Agreement, such dispute will continue to resolution or completion in accordance with the provisions of clause 12 of the 2014 agreement.

8. **NO EXTRA CLAIMS**

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

9. **RE-OPENING OF NEGOTIATIONS**

9.1 The parties agree that negotiations for a further Agreement will commence three months prior to the nominal expiry date of this Agreement.
10. UNIVERSITY POLICIES

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

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

10.2 Intellectual Freedom

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

10.2.2 Intellectual freedom includes:

(a) the rights of all staff to:

(i) participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the institution within which they work or higher education issues more generally;

(ii) make other comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;

(iii) express unpopular or controversial views, but this does not mean the right to harass, vilify or defame or intimidate;

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

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

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

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

11. INDEPENDENT REVIEWERS

11.1 An Independent Reviewer appointed for the purposes of clause 54 or 61 will have relevant experience and be independent.

11.2 The process for selecting Independent Reviewers is set out in this clause.

11.3 (a) During the operation of this Agreement the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on a pool of agreed Independent Reviewers established under this clause.

(b) The agreed pool of Independent Reviewers should at any time consist of no less than 5 persons and no more than 10. The names of persons in the agreed pool should be reduced to writing by exchange of letters within two months from the commencement of this Agreement. The Director, Workplace Relations will confer with the President of the Monash University NTEU Branch (or delegate) at the beginning of each calendar year (or if required at any other time throughout the year) to discuss whether new names need to be added to the agreed pool (for instance if existing agreed members have become unavailable).

(c) If at any time agreement cannot be reached by the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) on the agreed pool, either the University or the NTEU may seek the assistance of the Fair Work Commission (FWC). The FWC may convene conferences and, if agreement cannot be reached on the persons who will be named in the agreed pool, the FWC may arbitrate on which names should be included. The parties to this Agreement will accept the outcome of any FWC arbitration on this issue.
11.4 The Independent Reviewer appointed under this clause will be agreed between the parties to this Agreement by the following process:

(a) In the first instance, the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on an individual from the agreed pool of Independent Reviewers to recommend to the Vice-Chancellor for nomination.

(b) The Vice-Chancellor will consider the agreed recommendation (if any) arising from paragraph (a) above and nominate an individual from the agreed pool of Independent Reviewers and notify the President of the Monash University NTEU Branch (or delegate) of the nomination in writing. The President of the Monash University NTEU Branch (or delegate) will then have up to five working days to object in writing to the Vice-Chancellor’s nomination. Objection can be made on the basis that the nominated Independent Reviewer does not meet the requirements of this clause or on other reasonable grounds.

(c) If the President of the Monash University NTEU Branch (or delegate) does not object in accordance with clause 11.4(b) to the Vice-Chancellor’s nomination, the nominated individual will be regarded as agreed and appointed as Independent Reviewer.

(d) Alternatively, if the President of the Monash University NTEU Branch (or delegate) does object in accordance with clause 11.4(b) to the nomination, the Vice-Chancellor will consider the objection received and will respond in writing to the President of the Monash University NTEU Branch (or delegate) by either:

(i) re-nominating for Independent Reviewer the individual already nominated and explaining why the objection is not accepted, in which case the President of the Monash University NTEU Branch (or delegate) may either accept the re-nomination or refer the matter to the FWC for conciliation in accordance with clause 11.4(e); or

(ii) nominating two other individuals from the agreed pool of Independent Reviewers for consideration as Independent Reviewer, in which case the President of the Monash University NTEU Branch (or delegate) will indicate in writing within five working days which of the two other nominated individuals is accepted as Independent Reviewer and that nominee will be regarded as agreed and appointed as Independent Reviewer.

(e) If clause 11.4(d)(ii) applies, the NTEU may refer the matter to the FWC for conciliation. The referral must be within five working days of the Vice-Chancellor’s nomination under clause 11.4(d)(i) and request that the FWC deal with the matter expeditiously and preferably within two working days. The FWC may convene a conference of the parties to assist the parties to reach agreement on the Independent Reviewer to be appointed from the agreed pool. In the absence of agreement, the parties agree to comply with any recommendation of the FWC regarding the Independent Reviewer to be appointed from the agreed pool.

(f) If the President of the Monash University NTEU Branch (or delegate) does not accept the Vice-Chancellor’s nomination under clause 11.4(d)(i) above and the NTEU has made no referral of the matter to the FWC for conciliation in accordance with clause 11.4(e), or does not accept one of the two other individuals nominated as Chair under clause 11.4(d)(ii), as applicable, the agreed and appointed Independent Reviewer for the purposes of this clause will be either:

(i) the individual re-nominated for Independent Reviewer by the Vice-Chancellor; or

(ii) the Vice-Chancellor’s choice between the two other individuals from the agreed pool of Independent Reviewers nominated for consideration as Independent Reviewer, as applicable.

12. DISPUTE RESOLUTION PROCEDURE

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

(a) as to the application of this Agreement or any matters arising from it; or

(b) in relation to the National Employment Standards other than a dispute about whether an employer had reasonable business grounds under subsection 65(5) of the Fair Work Act 2009; or

(c) which this Agreement expressly and additionally provides may be referred to this procedure.

In the first instance, the staff member or an accredited representative(s) of the staff member or Party notifying the dispute and the appropriate representative(s) of management, or the other respondent Party as applicable, shall discuss the dispute and attempt to reach agreement within two weeks of the dispute first being raised.
12.2 Where a dispute is not resolved under clause 12.1 above, at the request of either party, a Disputes Committee shall be convened within five working days unless agreed otherwise. The Disputes Committee shall consist of:

(a) two management nominees; and
(b) two nominees of the President of Monash University NTEU Branch.

12.3 The Disputes Committee shall convene within five working days of the matter being referred to it and shall attempt to resolve the matter within five working days of its first meeting. Unless otherwise agreed in writing between the parties, if the Disputes Committee does not convene within five working days the matter shall be regarded as unresolved and the procedures in 12.1 to 12.3 as having been exhausted. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

12.4 Until the procedures described in 12.1-12.3 above have been exhausted:

(a) work shall continue in the normal manner; and
(b) no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement; and
(c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and
(d) the subject matter of the dispute shall not be taken to the Fair Work Commission by any party to the dispute or any other party bound by this Agreement.

12.5 Should the dispute not be resolved by the processes referred to in 12.1-12.3 above, the matter may be referred to the Fair Work Commission for conciliation or arbitration by either party in which case the parties shall be bound (subject to the right to appeal or to seek judicial review) by any recommendation or decision of the Fair Work Commission.

12.6 If the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

13. CONSULTATION ABOUT CHANGE

13.1 The University will notify affected staff and the NTEU where a proposed significant or substantial change will affect staff. Such change includes, but is not limited to, outsourcing or contracting out and changes to University Policies that have a significant and substantial impact on staff terms and conditions of employment.

13.2 Consultation will be initiated with the provision of a written document outlining the proposal and rationale for proposing the change and proposed impact on staff. Following initial consultation the University will provide written responses to the issues raised in writing by affected staff and/or the NTEU. In order to facilitate this consultation, staff and the NTEU will be provided with up to two weeks to respond in writing to a proposal presented by management.

13.3 If a decision to proceed is made by the University, management will consult with the affected staff and with the NTEU about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. The consultations will be conducted within a frame-work which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University’s decision-making processes.

13.4 A staff member may be represented by a representative for the purposes of consultation under this clause and under clause 82.

13.5 For the purposes of section 205 of the Fair Work Act 2009 and this Agreement, clause 82 and this clause constitute a single consultation term and are to be read accordingly.
14. JOB SECURITY

14.1 The University has the goal of maintaining the overall size of the workforce until the nominal expiry date of the Agreement. However, where any such reductions occur, the University is committed to minimising involuntary redundancies. If the University decides to reduce the number of staff, it will first consider measures such as:

(a) reducing numbers by natural attrition;
(b) offering part-time employment;
(c) redeployment;
(d) transferring or seconding staff, or arranging Suitable Alternative Employment;
(e) offering voluntary early retirement schemes;
(f) inviting expressions of interest in voluntary redundancy.

14.2 Clause 14.1 will have effect only until the nominal expiry date of this Agreement.
PART B – EMPLOYMENT REGULATION

15. PERFORMANCE-BASED CONTRACTS (PBCs)

15.1 The University and staff may enter into PBCs with a threshold annual salary and loadings (including the cash value of any University-provided motor vehicle and employer superannuation contributions) of at least $227,173 (at Level E or above) or $156,026 (at HEW 10 or above). These threshold salary levels will be indexed in line with the salary increases made over the nominal life of this Agreement, provided that all PBCs entered into prior to the certification of this Agreement will remain valid under this clause if salary and loadings fall below the threshold during the life of this Agreement.

15.2 Where the University intends to offer a person a PBC it will provide the person with access to a copy of this Agreement and advise that they may elect to have a Representative negotiate the contract.

15.3 All provisions of this Agreement will apply to a PBC staff member except the provisions of this Agreement relating to redeployment, redundancy, consultation about change, discipline, unsatisfactory performance, research misconduct, performance management, salary packaging, grievance, the accrual of annual leave, the application (or taking) of annual leave with the exception of clause 40.5(d) and (e), annual leave loading, salary increases, overtime/TOIL, termination of employment and/or mode of employment, continuing (contingent funded) employment and/or fixed-term notice, renewal and severance. Provided that the minimum leave entitlements, termination and notice provisions will be in accordance with the provisions of the Fair Work Act 2009.

15.4 A PBC may set out performance criteria or targets, which must be met within defined timeframes or circumstances.

16. MODE OF EMPLOYMENT

16.1 The University may employ a staff member on a continuing, fixed-term, sessional or casual basis. Such employment may also be on the basis of part-year/seasonal or annualised hours employment in accordance with clauses 17 or 18 or clause 23 and Schedule 4 or periodic academic employment in accordance with clause 19.

16.2 Upon engagement, the University will provide the staff member with an instrument of appointment which stipulates the type of employment and the terms of the engagement including:

- for continuing and fixed-term staff, the classification level and salary of the staff member on commencement of the employment, the hours or the fraction of full-time hours to be worked, and the length and terms of any probation;
- for a fixed-term staff member, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment (where applicable) has been decided for that employment, including specifying which element of clause 16.4 is in use and whether the position was obtained through a competitive selection process;
- for fixed-term research-only staff members, the option to apply where eligible for employment on a Continuing (Contingent Funded) contract of employment under clause 21 of this Agreement;
- for sessional and casual staff members, the duties required, the number of hours required or anticipated (where known), the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
- other main conditions of employment including the documentary, or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment can be ascertained.

Continuing Employment

16.3 “Continuing employment” means full-time or fractional employment other than “fixed-term”, “sessional” or “casual” employment.
Fixed-term Employment

16.4 “Fixed-term employment” means full-time or fractional employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon the application of the processes of clause 59 or clause 60 or clause 62 as applicable regarding unsatisfactory performance or serious or wilful misconduct.

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

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

16.4.1 Specific task or project

“Specific task or project” shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

16.4.2 Research

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

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

16.4.3 Replacement Employee

“Replacement Employee” means a staff member:

(a) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded or transferred within or outside the University; or

(b) performing the duties of:

- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action, until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or

- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or

- a staff member who has returned from a period of parental leave or other authorised leave and who wishes to be employed on a fractional basis for a defined period. The replacement fixed-term staff member may be employed to cover the difference in hours arising from such an arrangement.

16.4.4 Recent professional practice required

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

16.4.5 Pre-Retirement Contract

Where a full-time or a part-time staff member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years. Fractional fixed-term contracts may be offered as provided by clause 34 of this Agreement.
16.4.6 Student Employment

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

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

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

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

16.4.7 New Organisational Area

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

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

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

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

(a) the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;

(b) where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance pay elsewhere in this Agreement.

16.4.8 Disestablished Organisational Area

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

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

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

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

16.4.10 Sudden and Unanticipated Rise in Student Enrolments

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

16.4.11 Teaching Fellows

Where academic staff are appointed as fixed-term Teaching Fellows in accordance with clause 20.

Casual Employment (Professional Staff)

16.5 A casual staff member is engaged by the hour and paid by the hour. Subject to clause 41.7, clause 42.10, clause 43, clause 44.10, clause 44.20, and clause 51.2, casual staff members are not entitled to paid leave of any kind.

16.6 A casual staff member will be paid the ordinary rate of pay plus an additional casual loading of 25%.

16.7 A casual staff member will be paid for a minimum period of three hours for each engagement except for the following circumstances:

(a) A person who is a student (including a postgraduate student) who is expected to attend the University on that day in their capacity as a student will have a minimum period of engagement of one hour. Without limiting the scope of this paragraph and for the purpose of this paragraph a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than University holidays as set out in clause 45.

(b) A person with a primary occupation elsewhere will have a minimum period of engagement of one hour.

(c) In order to meet their personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of three hours.

16.8 A casual staff member required to work shift work will receive either the casual loading or the appropriate shift penalty, whichever is the greater. Overtime is paid at the ordinary overtime penalty rate with casual loading, i.e. (ordinary rate of pay x penalty rate) + (ordinary rate of pay x casual loading).

16.9 A casual staff member required to work on a University holiday as prescribed by clause 45 (including any day during the period of Christmas/New Year closedown period other than a Saturday or Sunday) will be paid casual loading on both their ordinary rate of pay and their holiday penalty rate as provided in clause 79.9.

16.10 Payment for overtime worked by a casual staff member will be made no later than the pay day of the pay period immediately following the work cycle in which the overtime is worked.

16.11 The University will provide casual staff members with the facilities and resources appropriate to enable the fulfilment of their duties.

Sessional Employment (Academic Staff only)

16.12 “Sessional employment” means the casual employment of academic Teaching Associate staff who are appointed to undertake a single or specific number of sessions related to demonstrating, tutoring, lecturing, marking, supervision, academic research assistance, music accompanying with special educational service, undergraduate clinical nurse education or other required academic activity. “Teaching Associate staff” are academic staff employed in sessional employment.
16.13 The University will provide Teaching Associate staff with the facilities and resources appropriate to enable the fulfilment of their duties.

16.14 The University will provide Teaching Associate staff with appropriate access to professional development opportunities, other than those staff employed on an occasional or ad hoc basis.

16.15 The University will provide Teaching Associate staff (other than those staff employed on an occasional and ad hoc basis) with library cards, out-of-hours access, e-mail accounts, network and intranet access, and inclusion in the University’s telephone and web directory on an equivalent basis as for other academic staff (including during non-teaching periods over the calendar year).

16.16 Teaching Associate staff will be eligible to apply for internally advertised University positions on an equivalent basis as for other academic staff.

16.17 Teaching Associate staff will be eligible to apply for internal funding opportunities, including grants and professional development funds, on an equivalent basis as for other academic staff.

16.18 The University will pay Teaching Associate staff for a half-day of induction at the “other required academic activity” rate except for Teaching Associate staff:

(a) previously employed by the University; and/or

(b) already provided an equivalent paid induction of three hours or more by the University.

16.19 Fractional Employment

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

17. **SEASONAL EMPLOYMENT**

**Application**

17.1 The terms and conditions in this clause apply to seasonal professional staff members. To the extent of any inconsistency between provisions contained elsewhere in this Agreement and the provisions of this clause, the provisions of this clause will prevail.

**Definitions**

17.2 “Seasonal staff members” are professional staff appointed as such, on a continuing or fixed-term basis to work one or more periods or seasons in each year, which may be a calendar year, as offered by the University consistent with clause 16, or as subsequently varied by agreement with the seasonal staff member.

17.3 During the periods of the calendar year that the staff member is not required to perform work, the staff member’s employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service. During periods of stand down, the staff member will remain subject to University Policy but the University will not unreasonably withhold authorisation for the staff member to undertake paid outside work which is additional to any already approved by the University.

**Accrual of Pay**

17.4 In respect of the periods or seasons of work for which they are engaged, seasonal staff members will be paid on the same basis as comparable full-time or part-time continuing staff members, as the case may be. Alternatively, the seasonal staff member may agree to a University offer to be paid on the same basis as an annualised hours staff member under clause 18.4.

**Accrual of and Entitlement to Take Leave**

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

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

Termination of Employment

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

18. **ANNUALISED HOURS EMPLOYMENT**

Application

18.1 The terms and conditions in this clause apply to annualised hours professional staff members. To the extent of any inconsistency between provisions contained elsewhere in this Agreement and the provisions of this clause, the provisions of this clause will prevail.

Definitions

18.2 “Annualised hours staff members” are professional staff members engaged as such on a continuing or fixed-term basis for a specific number of ordinary hours within any one calendar year as offered by the University, consistent with clause 16, or as subsequently varied by agreement with the annualised hours staff member.

18.3 Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year will be to suit the operational requirements of the University and following consultation with the staff member and can be rostered over a period of less than 52 weeks.

Accrual of Pay

18.4 For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary. The nominated annual hours will be those specified in the terms of engagement.

Leave Entitlements

18.5 Annualised hours staff members will be entitled to receive the leave entitlements of a full-time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year. The timing of taking annual leave will be in accordance with clauses 40.3 and 40.5 of this Agreement and the timing of long service leave will be determined by the University, in consultation with the staff member.

University Holidays

18.6 Annualised hours staff members will be entitled to the benefit of all holidays observed by the University that fall during periods for which they are rostered to work.

Overtime

18.7 Annualised hours staff members will be eligible for overtime in the same manner as full-time professional staff members under clause 79 of this Agreement. In respect of such overtime hours, those overtime hours are additional to the nominated annual hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

Additional Hours

18.8 Where in any year, annualised hours staff members work in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked not constituting overtime will be taken into account in the calculation of leave entitlements.
Alteration of Annual Hours

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

Termination of Employment

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

(a) If the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. Without limiting the recovery of overpayment provisions of clause 26 of this Agreement, the University may off-set any such amounts against any entitlements owing to the staff member; and

(b) If a staff member has performed work for which the staff member has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination. Where the staff member has accrued annual leave and/or long service leave entitlement for the work performed which has yet to be paid, the University will pay the staff member in lieu for such accrued leave entitlement.

19. PERIODIC ACADEMIC EMPLOYMENT

19.1 Periodic academic employment applies to academic staff and occurs where the University identifies work:

(a) needed for discrete teaching periods determined by the University in a calendar year less than a full-time equivalent and for a minimum 0.3 full-time annual equivalent averaged across the year (the “Period”); and

(b) which does not require the entire performance of academic work being teaching, research and engagement.

19.2 Periodic academic employment provides an alternative mode of employment to sessional engagement.

19.3 Without limiting the capacity to make offers in accordance with this clause at any time while this Agreement is in operation, the University commits to making offers of appointment to periodic employment positions no later than two completed full semesters following the commencement of this Agreement.

19.4 Expressions of interest in appointment to a periodic employment position will be invited from those staff who the University identifies as having:

(a) Demonstrated satisfactory performance in teaching and teaching related duties; and

(b) Performed sessional teaching work at the University during the past 2 years.

Where:

(a) a sessional staff member is invited to lodge an expression of interest in appointment to a periodic employment position;

(b) that staff member lodges an expression of interest in appointment to a period employment position; and

(c) the University offers that staff member appointment to a periodic employment position,

the offer of appointment will indicate the hours and pattern of work which, subject to due consideration of the University’s operational requirements and the desirability of offering the sessional staff member work which is as regular and continuous as is reasonably practicable, will be consistent with the staff member’s sessional engagement.

19.5 Offers of periodic employment will not be limited to the process set out in clause 19.4. The University may also appoint staff to periodic employment positions through the University’s usual recruitment procedures.

19.6 Staff members employed under this clause will be classified and paid in accordance with Schedule 1 of this Agreement.

19.7 The University will not reduce the proportion of academic staff continuing appointments in the University as a consequence of this clause.
Periodic employment requires an individual to work one or more Periods in a calendar year as determined by the University and advised in writing to the individual.

Periods where the individual is not required to work are non-work periods. During a non-working period (excluding periods of approved paid leave), the individual will be deemed to be on leave of absence without pay for that period.

Periodic employment may be either on a continuing basis as contemplated at clause 16.3 of this Agreement or on a fixed-term basis as contemplated by the definition of fixed-term employment at clause 16.4 of this Agreement.

A non-work period does not:
(a) break continuity of employment;
(b) count as service for the purpose of accruing or determining eligibility of entitlements set out in the Agreement – except for periods of authorised paid leave taken during a non-work period or where required by law.

An individual employed on a periodic basis:
(a) will not be paid University holidays during non-work periods;
(b) will accrue and take leave pro rata to the full-time equivalent;
(c) may elect, with the agreement of the University, to annualise their salary over either the calendar year or the term of employment (whichever occurs first) and on condition that annual leave is taken in the calendar year it accrues and at the annualised rate of pay;
(d) may take approved paid annual or long service leave during a non-work period;
(e) will not be engaged by the University under a separate employment contract during non-work periods but may seek agreement by the University to expand or extend the periodic employment;
(f) will be provided reasonable access to available facilities and resources commensurate with the role and the flexible nature of their employment which includes (amongst other things authorised by the University) access to:
   (i) on-campus facilities;
   (ii) on-campus meeting rooms for student consultation;
   (iii) the University’s wi-fi, phone, and network when on campus;
   (iv) Library facilities; and
   (v) email systems.

20. TEACHING FELLOWS

Following the commencement of this Agreement, there will be no further appointments of Scholarly Teaching Fellows. Clause 17 of the Monash University Enterprise Agreement (Academic and Professional Staff) 2014 will continue to apply to any Scholarly Teaching Fellows employed at the time of commencement of this Agreement.

The parties to this Agreement recognise the need for innovative approaches to maximise the range of employment options that the University can utilise to not only meet a dynamic and changing environment but also to provide current and prospective staff with suitable and sustainable employment opportunities.

The purpose of Teaching Fellow positions is:
- to advance the University’s goal of excellence in learning and teaching;
- to offer sustainable alternatives to longer term sessional academic engagements;
- to provide a transitional pathway for staff from sessional engagement to teaching focused appointments;
- to facilitate reducing the proportion of sessional staff employed in the University; and
- to create a position in which the majority of work performed by Teaching Fellows will replace work previously performed by sessional staff.
The University will not reduce the proportion of continuing appointments in the University as a consequence of this clause. References to Teaching Fellows in this clause will include Senior Teaching Fellows.

The intention of the University is to offer at least 20 Teaching Fellow positions each year during the nominal operation of this Agreement. If the target cannot be achieved, the University will confer with the NTEU Monash Branch to discuss measures aimed at achieving the target.

20.3 The University may advertise Teaching Fellow positions and will encourage applications from appropriately qualified existing or former academic fixed-term or sessional staff of any Australian university who have had at least 12 months’ academic employment in total in Australian universities over the preceding five-year period.

20.4 Teaching Fellow positions will be full-time or part-time and filled on a three-year fixed-term basis. A fixed-term Teaching Fellow appointment will be on the basis that the University will, at the expiration of the fixed term, convert the Teaching Fellow’s employment from fixed-term to continuing employment unless:

(a) the staff member has not met, to the University’s satisfaction, the performance expectations set by the University and communicated to the staff member in advance and/or from time to time during the fixed term consistent with the requirements of the position; and/or

(b) there is insufficient productive work that the staff member could perform having regard to the nature of the staff member’s classification, academic discipline and skills; and/or

(c) an interview panel (constituted in accordance with a recommendation from the Provost and including a representative of Monash HR), after interviewing the staff member, is not satisfied that the staff member is likely to meet academic performance standards of excellence for a teaching focused staff member in the relevant faculty.

The decision whether conversion will not be offered on any of the grounds in (a) to (c) above will be made by the Dean on a recommendation of the Head of School (or equivalent).

Upon conversion, the staff member will be employed as a continuing academic staff member and will be subject to a two-year probationary period which, save for the fact that it is a two-year probationary period, will otherwise be dealt with in accordance with clause 65 - Probationary Employment Principles - Academic Staff.

20.5 (a) A Teaching Fellow will be employed primarily to teach but will be required to have scholarship and research and/or administrative responsibilities constituting no less than 20% of their work allocation with the remainder of their work allocation, over a year, available for teaching and related duties.

(b) Teaching Fellows’ contributions will be taken into account in Faculty workload discussions and the principles of clause 66.1 will apply, and Teaching Fellows may also be required to teach in no more than five (5) of six (6) teaching periods in any 24-month cycle.

20.6 A Teaching Fellow may be appointed at and hold a Level A position or a Level B position, and Teaching Fellows appointed at and holding a Level B position will be designated Senior Teaching Fellows. The qualification requirements that apply to other academic staff at this level will apply to Teaching Fellows as will the probation, incremental advancement, and performance development processes and promotion processes.

20.7 Where the Dean decides not to offer conversion from fixed-term to continuing employment in accordance with clause 20.4 above and the Teaching Fellow seeks to continue their employment, the Teaching Fellow will be entitled to severance pay as follows:

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<thead>
<tr>
<th>Length of continuous service</th>
<th>Severance pay</th>
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<tr>
<td>Less than the completion of 3 years</td>
<td>6 weeks’ pay</td>
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<tr>
<td>3 years but less than the completion of 4 years</td>
<td>7 weeks’ pay</td>
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<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
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Provided that:

(a) where the University advises the Teaching Fellow in writing that further employment (other than casual or sessional employment) may be offered within six weeks of the expiry of their fixed term, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of the Teaching Fellow appointment; and

(b) the Teaching Fellow will not be eligible for severance pay if offered employment on a continuing basis or Suitable Alternative Employment on a fixed-term basis, whether such offer is accepted or not.
21. CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

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

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

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

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

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

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

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

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

- The consultation about change provisions of clause 13 in respect to the contingent position that staff member occupies.
- Notice, redundancy, redundancy review and any other provisions of clause 53 that apply to staff employed on a continuing contract of employment.
- The provisions of clause 63 to the extent the grievance relates to any matter arising out of the operation of this clause. For the avoidance of doubt a grievance under clause 63 cannot be used to seek review of any decision to offer, not offer, not continue or to terminate Continuing (Contingent Funded) employment.

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

(a) The University may transfer the staff member to another equivalent position.
(b) If a transfer opportunity does not exist, the staff member will be provided with a minimum of four weeks’ notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
(c) If, during the notice period, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues.
(d) If an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter, at the discretion of the University, to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and leave may be delayed for up to nine weeks to facilitate continuation of service.
(e) At the end of the notice period (and any such approved leave in accordance with the above) the employment relationship will cease and the severance payment in clause 21.9 below will be made to the staff member.

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

(a) the contingent funding that supports the position ceases or is insufficient; or

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

(c) termination is under the probation or disciplinary provisions of this Agreement.

If a staff member’s employment is terminated under (a) or (b) above, and the staff member is eligible under this Agreement, the staff member will be provided notice and severance payments under clauses 21.7(b) and 21.9 respectively of this provision.

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

Table A

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than the completion of 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than the completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than the completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay (plus 2 weeks’ pay for each year of continuous service in excess of 4 years)</td>
</tr>
</tbody>
</table>

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

(a) declines the further employment or redeployment where funding for his/her position ceases;

(b) resigns;

(c) secures the same or similar employment with another employer associated with the contingent funding of the position; or

(d) has a single fixed-term continuous service engagement made under a contract containing an express provision that the contract will not be extended or renewed, up to three years for professional staff or up to five years for academic staff.

21.11 A staff member employed on a Continuing (Contingent Funded) contract of employment in accordance with this clause will nevertheless continue to be regarded as a fixed-term research-only staff member for the purposes of clause 30.1(b) or (c) of this Agreement dependent on the staff member’s period of continuous service.

22. FIXED-TERM NOTICE, RENEWAL AND SEVERANCE

Without derogating from any entitlement under the staff member’s contract, a fixed-term contract staff member (other than a fixed-term contract staff member subject to clause 22.9) shall be entitled to:

22.1 Incremental Advancement

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

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

(a) any contractual entitlement to notice of the University’s intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or

(b) according to the table below:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

In addition to the notice prescribed under clause 22.2(a) or 22.2(b), a staff member over the age of 45 years at the time of the giving of notice and with not less than two years’ continuous service shall be entitled to an additional week’s notice.

22.3 Exceptions/Variations to Requirement to Provide Notice

Where, because of circumstances relating to the provision of specific funding to support employment (external to the University and beyond its control), the University is not reasonably able to give the notice required by clause 22.2, it shall be sufficient compliance with clause 22.2 if the University:

(a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and

(b) gives notice to the staff member at the earliest practicable date thereafter.

22.4 Fixed-Term Conversion

Research only staff members funded by contingent funding may apply for conversion to continuing (Contingent Funded) employment in accordance with the provisions of clause 21. Other fixed-term academic staff may apply for conversion to continuing employment and, upon application by an eligible staff member, the University will reasonably consider offering the staff member appointment on a continuing basis if the University has given notice under clause 22.2 or 22.3 that their employment is to be renewed and the staff member has already been employed on two or more consecutive fixed-term contracts for a total period of more than five years.

To be eligible for consideration the applicant must:

(a) be employed under the specific task or project category of fixed-term employment pursuant to clause 16.4.1 of this Agreement (but excluding where the employment has been and is provided for from identifiable funding external to the University); and

(b) have been engaged to perform duties, or substantially similar duties, for at least the preceding 12-month period; and

(c) have been appointed based on merit, through a transparent and competitive process consistent with University policy; and

(d) have performed satisfactorily in undertaking their duties; and

(e) have demonstrated the capacity to meet the future expectations for a continuing appointment, including any new duties or skills that may be required.

22.5 Refusal of Applications for Conversion

22.5.1 Applications for conversion to continuing employment must be in writing to the Chief Human Resources Officer, who will review the application and advise the staff member in writing of the outcome within 30 days of receipt of an application.
22.5.2 In deciding whether to make an offer of continuing employment under clause 22.4, the University may, without limiting consideration of any relevant matter, give consideration to one or more of the following:

(a) whether the work performed is genuinely temporary, for example it is predominantly related to discontinued, or discontinuing programs or funding streams;

(b) whether there are grounds to doubt that there will be sufficient revenue or funding streams to provide continuing support for the staff member's employment;

(c) whether the staff member has not matched performance and conduct expectations set and adopted during their employment and has been assessed as not meeting expected standards or unsatisfactory (as applicable);

(d) whether the Provost has endorsed the conversion.

22.6 Entitlement to Severance Pay

22.6.1 A fixed-term staff member who is employed in accordance with either clause 16.4.1 (Specific Task or Project) or 16.4.2 (Research) whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, shall be entitled to a severance payment as provided in clause 22.7 below in the following circumstances:

(a) a staff member who is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or

(b) a staff member who is employed on a fixed-term contract and the duties of the kind performed continues to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

22.6.2 For the avoidance of doubt a fixed-term staff member who meets the requirements in clause 22.6.1 and who is subsequently employed in a casual or sessional role will nevertheless be entitled to severance payments under this clause.

22.6.3 A fixed-term staff member who gains a continuing appointment of any kind will not be entitled to severance payments under this clause.

22.6.4 Fixed-term staff employed on pre-retirement contracts are not entitled to severance payment.

22.7 Severance Pay

22.7.1 Calculation of severance pay entitlements – Academic staff

Table C

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than the completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than the completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

22.7.2 Calculation of severance pay entitlements – Professional staff

Table D

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than the completion of 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than the completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than the completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

22.7.3 In addition to the relevant severance pay as provided in clauses 22.7.1 or 22.7.2 above, research grant funded staff not including casual professional or Teaching Associate staff, will be entitled to an additional two weeks' severance pay for each year of continuous service in excess of four years.

22.7.4 Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purpose of this clause.
22.8 **Offer of Further Employment**

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

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

22.9 **Transitional Provisions**

22.9.1 Clause 22.9 applies only to a staff member currently employed as a fixed-term staff member who commenced fixed-term employment with the University on or after 22 November 2005 but prior to 29 January 2010.

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

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

For the purposes of clause 22.9.2, an intention to discontinue the position but replace it with a position having the same or substantially similar duties will be treated as an intention to continue the position.

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

**Table E (Fixed-Term Notice)**

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>2 weeks*</td>
</tr>
<tr>
<td>3 years but less than the completion of 5 years</td>
<td>3 weeks*</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks*</td>
</tr>
</tbody>
</table>

*In addition, a staff member over the age of 45 years at the time of the giving of notice and with not less than 2 years’ continuous service will be entitled to an additional week’s notice.

22.9.3 Where the University has made a determination in accordance with clause 22.9.2(a), the incumbent will be offered further employment in the position or a position with the same (or substantially similar duties where applicable) provided that the incumbent was employed other than as a Replacement Employee through a competitive and open selection process and has performed satisfactorily in the position.

22.9.4 Where further fixed-term employment is offered under clause 22.9.3, the staff member may apply for conversion to continuing employment on the same salary and classification. The University will consider the application and may refuse conversion on reasonable grounds, which may include but are not limited to:

The staff member is:

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

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

22.9.5 Where the University has made a determination in accordance with clause 22.9.2(b) and the University does not renew the contract notwithstanding that the staff member seeks to continue the employment, severance payment will be payable at the expiry of the staff member’s fixed-term contract as follows:

(a) A staff member employed in a research-only capacity or for a specific task or project or in a new organisational area will be entitled to severance pay as per clauses 22.6 and 22.7 of this Agreement.

(b) A staff member employed in a new organisational unit will be entitled to severance pay as per clause 16.4.7 of this Agreement.

(c) For all other staff subject to clause 22.9 where the same or substantially the same duties are no longer required and the staff member is:

(i) On a first fixed-term contract of more than three years or on any second or subsequent contract, where the continuous period of service is more than three years; or

(ii) On any second or subsequent fixed-term contract for:

- work that requires recent professional practical or commercial experience; and/or
- work in a discontinuing organisational area or part of such an area consisting of 3 or more staff.

<table>
<thead>
<tr>
<th>Table F</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Length of Continuous Service</strong></td>
<td><strong>Severance Pay</strong></td>
</tr>
<tr>
<td>Less than 3 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>3 years but less than the completion of 4 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>4 years but less than the completion of 5 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>5 years but less than the completion of 6 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>6 years but less than the completion of 7 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>7 years but less than the completion of 8 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>8 years but less than the completion of 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>9 years but less than the completion of 10 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>10 years and over</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

23. **CASUAL STAFF CAREER PROGRESSION**

23.1 A casual staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause or Schedule 4.

23.2 Upon appointment, the University will advise a casual staff member that, after serving qualifying periods, a casual staff member may have a right to apply for conversion and the University will provide a web link to the conversion provisions of this Agreement to such casual staff members.

23.3 An eligible casual staff member may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of Schedule 4.
24. INTERCAMPUS WORK, TRAVEL AND TRANSFERS

24.1 Each staff member of the University will be attached to a designated campus or other location of the University and not be assigned unreasonable responsibilities on other campuses or at other locations. What constitutes “unreasonable responsibilities” for the purposes of this clause will be determined on a case by case basis. Where travel between campuses or other locations or campuses and other locations is required the University will determine the most suitable mode of transport after consultation with the staff member, and any costs incurred in such travel will be reimbursed upon production of receipts. Travelling time between campuses or other locations or campuses and other locations will count as time worked and comparable amenities will be provided for duties undertaken at other campuses and locations.

24.2 The University may, after consultation with a staff member, transfer or second the staff member to a suitable position at the same classification level and time fraction and with the same or similar skills and experience requirements. In all discussions relating to an internal transfer, a staff member may choose to be accompanied by a Representative.

24.3 On transfer and/or secondment, the staff member will retain current employment status, conditions and salary range for the classification, but may agree to a varied fraction. The staff member may also be entitled to relocation leave at clause 44.24 of this Agreement.
PART C – SALARIES AND RELATED MATTERS

25. SALARY INCREASES

25.1 All University staff members to whom this Agreement applies will be classified and paid in accordance with Schedule 1 with the exception of Teaching Associate staff who are paid a sessional or hourly rate as specified in Schedule 2 of this Agreement, casual academic Research Assistant staff who are paid rates as specified in Schedule 2 of this Agreement, and staff members employed on a Performance-Based Contract.

25.2 Staff members will receive the salary increases set out in Schedule 1 or 2, as applicable, and as set out and summarised below:

- 2.0% from 8 December 2018 (already paid as an administrative increase);
- 2.0% from the first full pay period to commence on or after 8 December 2019;
- 2.0% from the first full pay period to commence on or after 8 December 2020;
- 2.0% from the first full pay period to commence on or after 8 December 2021; and
- 1.0% from the first full pay period to commence on or after 30 June 2022.

26. PAYMENT OF SALARIES AND DEDUCTIONS

26.1 Salaries will be paid fortnightly, directly into any bank, building society, credit union account or, in exceptional circumstances, the staff member may apply to be paid by cheque. On the written authority of a staff member, the University will make deductions from a staff member’s salary for employee superannuation contributions and may make other deductions at the staff member’s request (except for court ordered deductions).

26.2 A Teaching Associate staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative, as identified by the University to the Teaching Associate staff member.

A Teaching Associate staff member must be engaged and paid for a minimum period of two hours per occasion they are required to attend work by the University, inclusive of any incorporated time and payment for preparation or associated working time already provided for or assumed to be included in the rates table in Schedule 2 or in the descriptors in Schedule 3.

26.3 Staff members will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions. The staff member will receive the statement via a secure web site or a printed advice slip.

26.4 An underpayment to a staff member will be corrected and full payment made to the staff member within two working days following notification by the staff member to the University of the underpayment except that by mutual agreement between the staff member and the University such payment may be made not later than the pay day for the next pay period.

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

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

26.5 With four weeks’ notice, a staff member will be entitled to payment in advance for periods of paid parental, long service or Outside Studies Program leave in excess of 10 days up to a maximum of 12 weeks.
26.6 Within 14 days of a staff member’s employment being terminated, the University will pay to the staff member amounts owed to the staff member in relation to:

(a) salary for any complete or incomplete pay period up to the date of termination; and

(b) all other amounts that are due to the staff member on termination of employment under this Agreement or the National Employment Standards of the Fair Work Act 2009.

27. PAYMENT OF INCREMENTS

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

28. ANNUAL LEAVE LOADING

28.1 All staff members, except casual professional and Teaching Associate staff, will be entitled to 17½ per cent of the salary for four weeks’ annual leave payable in the pay period in which 15 December occurs, with a maximum payment equal to the Australian Bureau of Statistics average weekly total earnings of all males (Australia) for the bi-annual date released in August in the year in which it is paid. Staff members will be entitled to a pro rata payment for each completed calendar month of continuous service in that entitlement year.

29. SALARY PACKAGING

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

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

(a) That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in Schedule 1.

(b) That periods of paid leave will be paid on the reduced cash salary and packaged benefits.

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

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

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

30. SUPERANNUATION

30.1 Subject to clause 30.2 below, the University will maintain the current employer contributions and arrangements for superannuation that were in effect as at 22 November 2005:

(a) including UniSuper as the required recipient fund, except that the University may exercise its options under the Deed of Covenant for the 10% flexibility in coverage and contribution level;

(b) including that subject to paragraph (c) below, fixed-term research-only staff with at least 12 months’ continuous service will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University; and
(c) except that fixed-term research-only staff who have reached five years of continuous service, will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff without the requirement for full and adequate provision from other than recurrent funds.

30.2

(a) From the first full pay period to commence on or after 1 September 2022, all continuing and fixed-term staff will be entitled to receive a total of 17% employer contributions in respect of the salaries prescribed in Schedule 1 of this Agreement. This does not derogate from any flexibilities available under UniSuper or the Deed of Covenant.

(b) Employer superannuation contributions for casual and sessional staff will be in accordance with the percentages in section 19(2) of the Superannuation Guarantee (Administration) Act 1992 (as amended or replaced) where they are required to be made for compliance with that Act.
PART D – WORKPLACE FLEXIBILITY

31. ON-CALL AND CALL-BACK FOR PROFESSIONAL IT STAFF

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

On-Call Arrangements

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

(a) Roster times may be any hours outside of 8:00am to 6:00pm week days, any hours on a University holiday, and hours between 6:00pm Friday to 8:00am Monday.

(b) They must be contactable by telephone or pager and be fit and ready for on-site attendance (or remote log-in) within one hour.

(c) Payment for being on-call will be 25% of the hourly ordinary rate with a three-hour minimum payment period.

(d) A rostered on-call period will not normally be greater than one week without one week off-call.

Payment for Call-Back Overtime

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

(a) For HEW Levels 1-7 staff overtime will be paid at 150% for the first three hours and 200% thereafter (Monday to Saturday), 200% (Sunday) and 250% (University holidays), with a minimum overtime payment of three hours for a staff member called back on-site, and one hour for a remote log-in. A single minimum payment will apply for multiple call-backs within the three-hour or one-hour period, and claimable overtime does not include travelling time.

(b) On-call allowances cease for all time paid as call-back overtime. Subject to mutual agreement, time off may be taken in lieu of overtime payment in accordance with clauses 79.10 and 79.11.

(c) A dial-in allowance of $15 per day (or pro rata for a shorter period) will be paid where remote log-in is required (subject to a maximum payable of $390 per calendar year).

(d) A staff member will be given at least a 10-hour break (plus reasonable travelling time from the work site to the staff member’s home) from completion of overtime duty on any call-back without loss of pay for scheduled ordinary duty commencing during such break.

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

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

32. CONDITIONS FOR MONASH UNIVERSITY 12 HOUR SHIFT ROSTER FOR ENGINEERING SERVICES OFFICERS (ESOs)

32.1 The current arrangements for ESOs engaged in continuous shift work for Monash University will apply and are to prevail where inconsistent with any provisions in this Agreement.

32.2 Details of those arrangements for ESOs will be as set out in the relevant University Policy as at 22 November 2005.
33. VOLUNTARY REDUCED WORKING YEAR

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

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

(a) Staff with any excess annual or long service leave balance under clauses 40 or 42 are not eligible to participate or remain in the scheme.

(b) The term of the arrangement will be negotiated for a period of at least 12 months but may be varied by either the University or the staff member, subject to three months’ notice on either side or shorter written notice by the staff member where agreed by the University.

(c) Leave accrued prior to the staff member’s entry into the scheme will not be proportionately reduced. Leave accrued during the term of the scheme will be paid at the reduced rate provided that long service leave accrued during the term of the scheme will be paid at the average service fraction over the leave accrual period. Staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.

(d) Notwithstanding clause 40, all annual leave accrued during each 12-month accrual period in the term of the reduced working year arrangement must be taken during that accrual period.

34. PRE-RETIREMENT

34.1 Staff in full-time or fractional-time continuing employment may elect to apply to reduce their time commitment under a pre-retirement contract to a fraction of not less than 0.3 and not more than 0.8 of full-time, when they are within three years or less of being eligible to receive a retirement benefit from their superannuation scheme.

34.2 Eligible staff members will transfer to a fixed-term pre-retirement contract, with the University paying a subsidy to maintain employer UniSuper contributions (or equivalent State Superannuation provisions) at the rate applicable for the former substantive continuing appointment.

34.3 The staff member will make superannuation staff member contributions at the level appropriate to their new fraction of appointment. The University will also provide a subsidy payment sufficient to ensure the retention of superannuation benefits appropriate to the former substantive continuing appointment.

34.4 The workload and pattern of work for a staff member under a pre-retirement contract will be subject to determination and approval by the Head of Administrative Unit according to the role and responsibilities agreed between the Head and the staff member, appropriate to the fraction of full-time appointment.

34.5 Further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.

34.6 Annual leave, sick leave and long service leave under a pre-retirement contract will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate clearing any excess annual and long service leave credits.

34.7 Staff will transfer to a fixed-term fractional pre-retirement contract of no greater than three years in length.

34.8 Staff who transfer to a pre-retirement contract in accordance with this clause will be ineligible for conversion as provided in clause 22 of this Agreement.

35. EXCHANGE OF ANNUAL LEAVE LOADING FOR EXTRA LEAVE

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

35.2 Exit from the scheme is open only in January each year.
36. **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

36.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009 (Cth) (the “Act”).

36.2 A staff member and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which will deal with one or more of the following matters:

(a) Structuring a pattern of working hours to enable professional staff members to work on a full-time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year, varying the arrangements contained in clauses 16, 25, and 26 and Schedule 4 as and when applicable.

(b) Accelerated leave arrangements for the taking of excess annual leave balances (in excess of 60 days) to bring the balance to not less than 30 days. An accelerated leave arrangement is only available once in the life of the Agreement for each individual staff member, and such accelerated leave may be accessed at no higher rate than double pay. To this extent only, this varies the provisions of clause 40.3.

(c) Additional unpaid parental leave or unpaid carer’s leave, varying clauses 41 and 43 as and when applicable in relation to the availability of such unpaid leave.

(d) Allowing for different dates to be agreed between the University and the staff member for the taking of annual leave which is otherwise rostered and deemed in accordance with clause 40.5 of this Agreement.

36.3 The University will ensure that:

(a) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters mentioned in clause 36.2; and

(b) the arrangement is genuinely agreed to by the University and staff member.

(c) agreement to a flexibility arrangement may not be a precondition for reclassification, promotion or employment (except for seasonal staff engagements under clause 36.2(a)).

(d) the staff member is advised that he/she is entitled to have a Representative negotiate a flexibility arrangement on the staff member’s behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Act.

(e) the staff member and his/her Representative (if any) must have at least three (3) working days to consider the proposal if initiated by the University.

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

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the staff member being better off overall than he/she would be if no arrangement was made.

36.5 The University will ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the University and the staff member; and

(c) is signed by the University and staff member and, if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and

(d) includes details of:

   (i) the terms of the Agreement that will be varied by the arrangement; and

   (ii) how the arrangement will vary the effect of the terms; and

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

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

36.6 The University will give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record which will be an adjunct to the University’s other established record keeping processes.
36.7 The University or staff member may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days’ written notice to the other party to the arrangement; or
(b) if the University and staff member agree in writing — at any time.

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

37. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

37.1 Staff member may request change in working arrangements
Clause 37 applies where a staff member has made a request for a change in working arrangements under s.65 of the Fair Work Act 2009 (the “Act”).

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: The University may only refuse a s.65 request for a change in working arrangements on “reasonable business grounds” (see s.65(5) and (5A)).

Note 3: Clause 37 is an addition to s.65.

37.2 Responding to the request
Before responding to a request made under s.65, the University must discuss the request with the staff member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the staff member’s circumstances having regard to:
(a) the needs of the staff member arising from their circumstances;
(b) the consequences for the staff member if changes in working arrangements are not made; and
(c) any reasonable business grounds for refusing the request.

Note 1: The University must give the staff member a written response to their s.65 request within 21 days, stating whether the University grants or refuses the request (s.65(4)).

Note 2: If the University refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

37.3 What the written response must include if the University refuses the request
Clause 37.3 applies if the University refuses the request and has not reached an agreement with the staff member under clause 37.2.

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the University and the staff member could not agree on a change in working arrangements under clause 37.2, the written response under s.65(4) must:
   (i) state whether or not there are any changes in working arrangements that the University can offer the staff member so as to better accommodate the staff member’s circumstances; and
   (ii) if the University can offer the staff member such changes in working arrangements, set out those changes in working arrangements.

37.4 What the written response must include if a different change in working arrangements is agreed
If the University and the staff member reached an agreement under clause 37.3 on a change in working arrangements that differs from that initially requested by the staff member, the University must provide the staff member with a written response to their request setting out the agreed change(s) in working arrangements.

37.5 Dispute resolution
Disputes about whether the University has discussed the request with the staff member and responded to the request in the way required by clause 37, can be dealt with under clause 12 – Dispute Resolution Procedure.
PART E - LEAVE AND HOLIDAY ENTITLEMENTS

38. DEFINITIONS AND GENERAL CONDITIONS

38.1 For the purposes of this Part:

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

(b) “days” means working days;

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

(d) “domestic partner” has the same meaning as “de facto spouse”; 

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

(f) “family member” means either:
   • a member of the staff member’s household; or
   • a member of the staff member’s immediate family which includes spouse, child, parent, grandparent, grandchild, sibling or any other person with whom the University is satisfied that the staff member has a genuine family relationship;

(g) “paid leave” refers to leave at the ordinary rate of pay;

(h) “parental leave” includes adoption leave, maternity leave, and spouse/domestic partner birth leave;

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

(j) “spouse” includes spouse, de facto spouse, former spouse and former de facto spouse.

38.2 All applications for leave must be accompanied by relevant documentary evidence satisfactory to the University that the staff member is entitled to the leave requested.

38.3 Subject to clauses 41.7, 42.10, 43, 44.10, 44.20, and 51.2, leave entitlements and arrangements in this Agreement do not apply to casual professional or Teaching Associate staff, and no casual or sessional service will count as service in determining entitlements to leave or for any other purpose.

38.4 Staff are not permitted to undertake paid work additional to any already approved by the University while at work at the University whilst absent on any form of paid or unpaid leave without the prior written authorisation of the University. Such authorisation will not be unreasonably withheld.

38.5 The entitlements under this Part of part-time staff members will be in accordance with the provisions of clause 16.19 of this Agreement.
WorkCover and Leave to Count as Service

38.6 The following periods will count as service for leave entitlements and accruals and for severance, termination and resignation purposes:

(a) Any period of paid leave, including long service leave taken on half pay;
(b) No more than 20 days’ unpaid leave for incapacity due to illness or injury continuously or in aggregate in any year of service (as distinct from a calendar year);
(c) No more than 26 weeks’ continuous paid or unpaid parental leave;
(d) No more than 20 days’ unpaid Election or Arbitration leave, or any other unpaid leave continuously or in the aggregate in any year of service (as distinct from a calendar year);
(e) Time worked on WorkCover rehabilitation with the University after the expiry of make-up pay.

Continuity of Service

38.7 In this Agreement (including clause 22.7):

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

39. CONTINUITY OF LEAVE

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

40. ANNUAL LEAVE

40.1 A staff member is entitled to 20 paid days of annual leave for each completed year of service.

40.2 A staff member who is a 7-day shift worker, and who is rostered to work at least 10 Sundays in the accrual period, will be entitled to an additional 5 paid days of annual leave.

40.3 Annual leave may be taken as a single continuous period at a time agreed between the staff member and the relevant supervisor, and up to 20 days may be granted in advance of the date on which the entitlement accrues. If agreement cannot be reached on the time of taking of leave, the staff member may appeal in accordance with the following:

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

40.4 Where a staff member ceases employment with the University payment in lieu of annual leave credits accrued up to the date of termination of employment will be paid on termination, provided that where termination of employment is due to the staff member’s death such payment will be made to the staff member’s estate. Payment in lieu will be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

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

(a) A staff member will receive an email when their leave balance is 20 or more days but less than 25 days and again when the balance is 25 or more days but less than 30 days. These emails will serve the purpose of advising the staff member that they are close to reaching the maximum permissible limit of 30 days and that to avoid this the staff member should negotiate a leave plan with their supervisor.
If the staff member’s leave balance reaches 30 days, an email will be sent to the staff member. This email will advise the staff member that they have reached the maximum permissible limit of 30 days and that any accrual of leave beyond this limit will constitute “excess annual leave” (EAL).

Should the staff member not submit an application for annual leave within two weeks of receipt of the email after his/her leave balance reaches 30 days, their supervisor may direct the staff member, in writing, to submit a leave proposal that will eliminate the EAL including any additional leave accrued during any notice period.

If the staff member:

(i) has EAL as at 31 December; and
(ii) has not submitted to the University by the following 7 January an annual leave application that will when the leave is taken result in elimination of the EAL by no later than the following 30 June,

they will by operation of this clause be rostered and deemed to be on annual leave from their first expected working day on or after 7 January.

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

An eligible staff member may make an application in writing to the Chief Human Resources Officer, Monash HR to cash out annual leave. An eligible staff member is a staff member in fixed-term or continuing employment:

(i) who has not previously had an application to cash out annual leave granted other than under (ii) below; or
(ii) who will have EAL as at 31 December as a consequence of a fraction of employment reduction subsequent to 30 November in the same year and who makes application to cash out by 7 January in the following year.

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

### 41. SICK AND CARER’S LEAVE

**Sick leave**

A staff member who meets the requirements described in this clause will be entitled to the following paid leave if unable to perform their duties due to an illness or injury:

(a) For continuing appointments, on commencement of appointment the staff member will be credited with 30 days of sick leave and a further 15 days for each year of service after initial service of 24 months;

(b) For fixed-term appointments of 24 months or more, the same as for continuing appointments;

(c) For fixed-term appointments of less than 24 months, on commencement of appointment the staff member will be credited with pro rata 30 days of sick leave per 24 months of service. After expiry of the initial fixed-term appointment the staff member will be credited with a further 15 days for each year of service.

Unused sick leave entitlements accumulate from year to year.

For sick leave absences in excess of either three consecutive days (including weekends and public holidays) or six aggregate days in any year of service, a staff member will be required to provide satisfactory evidence of illness or incapacity. Provided that clause 38.2 will apply where the University has reasonable grounds to dispute the genuineness of the staff member’s illness or incapacity.

A staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of proof that they were ill during the period of leave.
Sick leave credits with employers recognised by the University for long service leave prior service purposes (see clause 42) will be transferable up to a maximum of 30 days. Where a staff member was previously employed by the University and returns to continuing or fixed-term employment with the University within a period of 12 months or less, any unused sick leave from the staff member’s previous employment with the University will be recredited to the staff member.

Carer’s Leave

A staff member will be entitled to access sick leave credits to provide care to a family member who requires the staff member’s care because of illness, injury or unexpected emergency affecting the family member. The conditions prescribed in clauses 41.1 to 41.5 will apply save that reference to illness or incapacity of the staff member will be read as a reference to illness or incapacity of the family member.

If a staff member is required to care for a family member because of an injury, illness or unexpected emergency but either has exhausted their sick leave credits or is employed as a casual, the staff member is entitled to unpaid leave for a maximum of 2 days for each occurrence.

For carer’s leave and unpaid carer’s leave, a staff member must on each occurrence provide satisfactory evidence of the need to be absent from work on carer’s leave.

A staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of satisfactory evidence that, had the staff member been at work during the period of leave, the staff member would have needed to be absent from work on carer’s leave.

LONG SERVICE LEAVE

A staff member that has at least 10 years of recognised continuous service and who meets the requirements described in this clause will be entitled to 13 weeks paid leave after 10 years of continuous service and 1.3 weeks for every additional year thereafter.

Where service is not continuous and any break in service either with the University or a recognised prior service employer does not exceed 12 months, the staff member’s recognised service will be the aggregate of their period of service (including any prior recognised service).

A staff member will be entitled to have service with previous employers as listed in clause 42.4 recognised as prior service for long service leave purposes where:

(a) they make a claim for recognition of that prior service within six months of their commencement of employment with the University irrespective of the mode of employment; and

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

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

Subject to clause 42.3, prior service of up to 10 years with the following employers will be recognised for the purposes of long service leave:

(a) Any public Australian University or TAFE Institutes.

(b) The Commonwealth or any State/Territory Public Service and instrumentalities including the armed forces and bodies with which the Public Services have reciprocal relations as published from time to time in the regulations of the Public Service.

(c) Institutions that carried the following names under the repealed Schedule 2 of the Post-Secondary Education Act 1978 (Vic): Ballarat College of Advanced Education; Bendigo College of Advanced Education; Caulfield Institute of Technology; Footscray Institute of Technology; Gippsland Institute of Advanced Education; Lincoln Institute of Health Sciences; Prahran College of Advanced Education; Preston Institute of Technology; Royal Melbourne Institute of Technology Limited; State College of Victoria at Burwood; State College of Victoria (at Coburg, Frankston, Hawthorn, Melbourne, Rusden and Toorak); State College of Victoria—Institute of Catholic Education; State College of Victoria—Institute of Early Childhood Development; Swinburne College of Technology Limited; The Victorian College of the Arts; Victorian College of Pharmacy Limited; Warrnambool Institute of Advanced Education.
Employers by negotiation between the staff member and the University at the time of the staff member’s appointment.

CSIRO, Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board.

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

(a) Any period of service subsequent to the date from which a pension is payable under the provision of the Superannuation Act or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health.

(b) Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which a staff member has an entitlement to payment in lieu by a previous employer, provided that any such period of service will be included for the purpose of satisfying the requirement that a minimum of 10 years be served before long service leave may be taken.

A staff member is entitled to choose the time for taking long service leave provided that at least three months’ written notice is given, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A staff member may apply for leave on full pay or double the period of leave entitlement but at half pay.

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

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

(a) at the ordinary rate with leave entitlements adjusted pro rata for any variations in fraction during the accrual period; or

(b) the ordinary rate of pay adjusted to the staff member’s average fraction over the accrual period as at the date of commencement of leave.

Payment in lieu of long service leave calculated on a daily basis equivalent of 1.3 weeks per annum will be paid when the staff member’s employment with the University is terminated in the following circumstance:

(a) Where the termination is at the initiative of the staff member or the University:

   (i) after 10 years’ service, including recognised service with another employer; or

   (ii) after four years’ service on the grounds of age retirement (where the staff member is eligible to receive a retirement benefit from their superannuation scheme) or death; or

(b) Where the termination is at the initiative of the University after four or more years of service on the grounds of ill-health.

(c) The staff member is entitled to severance pay under clause 22.9.5 of this Agreement and has five or more years of continuous service calculated from the date of commencement on a fixed-term contract which commenced on or after 22 November 2005.

In accordance with the Fair Work Act 2009, service with Monash University as a casual or Teaching Associate from 29 January 2010 which meets the requirements of the Long Service Act 1992 (Vic) will count as service with Monash University for long service leave under this Agreement. Service with Monash University as a casual or Teaching Associate prior to 29 January 2010 will not count as service with Monash University for calculating any long service leave entitlements.

Entitlement to parental leave for birth mothers

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

Staff members being birth mothers having continuous service of less than 12 months are entitled to leave for a continuous period of up to 52 weeks (to conclude no later than 52 weeks following the date of delivery) comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service (to conclude no later than 14 weeks following the date of delivery) plus unpaid leave for the remainder of the continuous 52-week period.

**Entitlement to parental leave for adoption or in the event of a permanent care order**

A staff member who:

(a) has been approved for the adoption of a child; or

(b) takes on primary care parental responsibilities for a child arising from a permanent care order where the child has not already spent six months in the staff member’s care before commencement of the order,

will be entitled to leave equivalent to the leave entitlement of a birth mother under clauses 43.1 to 43.3, according to the staff member’s length of continuous service and with “date of placement” or “date of assuming primary care parental responsibility under a permanent care order” as appropriate substituted for “date of delivery”.

**Parental leave for surrogacy arrangements**

If a staff member (other than the birth mother) enters into a surrogacy arrangement in respect of the birth/placement of the child and it is not covered by a type of parental leave set out in clause 43 of this Agreement, the staff member may, with the approval of the Chief Human Resources Officer, take parental leave equivalent to that applying to staff taking parental leave for adoption.

**Entitlement to parental leave for staff with spouses/domestic partners**

A staff member who has completed at least 12 months’ continuous service with the University immediately prior to:

(a) the date of delivery/expected date of delivery of a child born to their spouse/domestic partner; or

(b) the date of placement/expected date of placement of the adopted child of their spouse/domestic partner,

is entitled to a maximum period of 12 months’ unpaid parental leave. Other than instances of concurrent leave under section 72(S) of the Fair Work Act 2009, the period of unpaid leave will commence when the staff member assumes responsibility for the care of the child from their spouse/domestic partner and must be taken as a continuous period within no more than 24 months from the date of birth or adoption, as applicable.

Where the staff member has not completed at least 12 months’ continuous service with the University immediately prior to the date of delivery/expected date of delivery but is primarily responsible for the ongoing care of the child born to their spouse/domestic partner, the staff member will be entitled to unpaid leave for a continuous period of up to 52 weeks from the date of delivery (less any other period of parental leave already taken by the staff member pursuant to clause 43.7).

Where a staff member is absent to assist the birth mother immediately before or after the birth and the birth mother is the staff member’s spouse/domestic partner, the staff member will be entitled to leave of five paid days and up to 10 unpaid days with all such leave to be taken within the period commencing one week prior to the expected date of birth and concluding not later than six weeks after the birth.

**Entitlement to parental leave for long term casuals**

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

**Notice of parental leave**

A staff member is required to give at least four weeks’ written notice prior to commencing parental leave.
Commencement of Parental Leave

43.10 Parental leave commences:

(a) on the date of placement of the adopted child in the case of adoption leave or the date of taking on primary care parental responsibilities under a permanent care order;

(b) no earlier than six weeks prior to the expected date of delivery in the case of maternity leave, unless medical evidence recommends otherwise; and,

(c) no earlier than one week prior to the expected date of delivery in the case of spouse/domestic partner birth leave.

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

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

If the staff member:

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

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

Continuous Period of Leave

43.11 Unless otherwise agreed with the University, all adoption leave and maternity leave must be taken as a continuous period.

Accessing unpaid parental leave after 12 months

43.12 A staff member who has completed at least 12 months’ continuous service with the University immediately prior to the date of delivery/expected date of delivery (or either the date/expected date of the placement of the adopted child or the date/expected date of taking on primary care parental responsibilities under a permanent care order) and who has already taken (or in aggregate with their spouse/domestic partner has already taken) 12 months’ parental leave, may request an additional period of up to 12 months’ unpaid parental leave to be taken as a continuous period, and to commence immediately following the end of the initial 12-month parental leave period. The request must be in writing and must be given to the University at least four weeks before the end of the initial 12-month parental leave period. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.

Return To Work After Parental Leave

43.13 At the end of a period of parental leave (or other leave immediately following parental leave), a staff member is entitled to resume work on the same substantive classification, fraction of employment, and salary and with commensurate duties as applied prior to the commencement of leave, subject to the provision by the staff member of at least 4 weeks’ prior confirmation of return to work. With at least 6 weeks’ notice prior to return to work, a staff member who has completed at least 12 months’ continuous service with the University immediately prior to making the request, who is returning from parental leave and who has responsibility for the care of the child may request a reduced working year arrangement in accordance with clause 33, or a reduced fraction for a specified period of time or any other flexible working arrangement. The request must be in writing and must set out the details of the change sought and the reasons for the change. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.
Where a staff member does return from parental leave (or other leave immediately following parental leave) on a reduced fraction and commences a subsequent period of paid parental leave, the fraction applied for determining paid parental leave entitlements of the staff member during that subsequent period of paid parental leave will be:

(a) the staff member’s average fraction for the 12-month period immediately preceding commencement of that subsequent period of paid parental leave; or,

(b) the staff member’s average fraction for the period since his/her last return from parental leave, whichever is the lesser period.

Clauses 43.12 and 43.13 do not apply to a casual or Teaching Associate unless the staff member is a long term casual (as defined) of the University immediately prior to making the request.

A staff member with an entitlement to adoption or maternity leave at 60% pay and who returns to work before exhausting their entitlement to leave at 60% pay is entitled to payment of the cash value of the unexpired portion of their leave at 60% pay entitlement as a lump sum, whether or not the staff member returns to work on a reduced fraction:

The cash value of the unexpired portion of the staff member’s leave at 60% pay entitlement excludes superannuation contributions. Any unused portion of the staff member’s entitlement to leave at 60% pay remaining at the staff member’s date of termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

Return to Work Obligation

A staff member will enter into an agreement with the University as a condition of payment for any leave at 60% pay entitlement. The agreement will specify that the staff member is obliged to return to work for a period equivalent to:

(a) the period of leave taken at 60% pay (irrespective of the staff member’s return to work fraction); and/or

(b) the period it takes for the staff member to earn salary (inclusive of additional hours, overtime, shift work, and/or higher duties allowances) equivalent in aggregate to the cash value of the return-to-work conversion option benefit received.

Discharge of the staff member’s return-to-work obligation commences immediately upon their return to work, but excludes any period of leave following the staff member’s return to work.

In the event that the staff member resigns or is dismissed and they have failed to fully discharge their return to work obligation, the staff member will be required to pay the University restitution for the shortfall. In instances where the staff member fails to return to work for a period equivalent to the period of leave taken at 60% pay, employer superannuation contributions made during the period of such leave will be included in the calculation of restitution owing. Any balance outstanding will be deducted from any entitlements otherwise due to the staff member upon termination of employment. The return to work agreement will make it clear that a staff member may elect to extend their period of parental leave in accordance with clause 43.12. A decision by a staff member to extend their period of parental leave does not absolve the staff member of their obligations under the return to work agreement. However, the fulfilment of those obligations may be delayed until the staff member returns to work.

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

(a) returns to work following parental leave;

(b) ceases as the adopted child’s primary caregiver following the date of placement;

(c) ceases to accept responsibility for the ongoing care of the child in the case of spouse/domestic partner birth leave;

(d) has applied for maternity leave and her pregnancy ends other than by the birth of a living child, whether or not maternity leave has commenced; and/or

(e) ceases as the child’s primary caregiver during maternity leave and at least 14 weeks have expired from the date of delivery or her entitlement to maternity leave at 100% pay has been exhausted, whichever is the earlier.

A staff member will have no parental leave entitlements beyond the date of termination of their employment with the University.
Termination or Still Birth

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

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

(b) unpaid leave.

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

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

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

Parental Leave During Holidays

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

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

44. OTHER LEAVE

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

Accompanying Spouse Overseas Leave

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

(a) the spouse is also employed by the University; and

(b) the spouse is travelling overseas whilst on long service leave or as part of an Outside Studies Program or staff training or at the direction of the University; and

(c) the staff member has been granted such leave on less than two occasions previously; and

(d) such leave will be subject to the University’s approval with regard to operational requirements.

Arbitration Leave

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

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

Blood Donor Leave

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

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

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

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

Compassionate Leave

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

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

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

Court Appearances Leave

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

44.13 A staff member who is required to appear in court in a capacity other than as specified in clause 44.12 will be entitled to leave without pay for the period of such appearance.

Defence Force Reserves Leave

44.14 A staff member who is an Australian Defence Force Reservist will be entitled to:

(a) paid leave for the purpose of attending an annual training camp conducted by or on behalf of the Australian Defence Forces of 14 calendar days’ duration or, where the commanding officer of the relevant service unit certifies that such training exceeds 14 days, of up to 18 calendar days’ duration;

(b) paid leave for a period not exceeding 14 calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Australian Defence Forces, provided that the amount paid will be the amount the staff member would have received had the staff member remained on duty less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.

Election Leave

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

Family Violence Leave

44.16 Leave available to staff experiencing family violence is as provided at clause 51 of this Agreement.

Firefighting and Emergency Assistance Leave

44.17 A staff member who is a member of any voluntary organisation and who has responded to a request by the government or other competent authority to assist in firefighting or other forms of emergency assistance will be entitled to paid leave for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the government or other competent authority concerned.

44.18 A staff member granted leave under clause 44.17 will be entitled to a further one day’s paid leave on the completion of the service for the purpose of recovering from such participation.
Isolation Leave

44.19 A staff member who contracts an infectious disease classified as notifiable to the Victorian Department of Health or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, will be granted paid isolation leave for the period that the staff member is required to be absent and will not have such leave deducted from sick leave credits.

Jury Service Leave

44.20 A continuing or fixed-term staff member who is required to attend a court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any jury service entitlement for casual staff will be in accordance with the Juries Act 2000 (Vic).

44.21 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a staff member’s annual or long service leave credits for any jury service attendance.

Professional Staff Study Leave

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

Religious Purposes Leave

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

Relocation Leave

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

Repatriation Leave

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

Special Leave for Additional Purposes

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

Sporting Leave

44.27 A staff member participating as a competitor or officiating as an accredited official in a sport event will be entitled to:

(a) up to four weeks’ paid leave for Olympic, Commonwealth or Pacific Conference games; and
(b) up to four weeks’ unpaid leave for all other events in any calendar year.

44.28 Approval of sporting leave is subject to application at least 14 days prior to the intended commencement of leave.

Workplace Relations Training Leave

44.29 A staff member is entitled to a maximum of 10 days’ paid leave in any two consecutive years to attend a course or courses which contribute to a better understanding of workplace relations.

44.30 Where a staff member’s application for Workplace Relations Training Leave is not approved, the staff member may appeal to their Dean or Divisional Director as appropriate.
45. **UNIVERSITY HOLIDAYS**

45.1 Unless substituted in accordance with this Agreement or under the *Fair Work Act 2009*, all staff members will be entitled to the following holidays without loss of pay:

(a) New Year’s Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day, and the Queen’s Birthday (on the day on which it is celebrated in Victoria or a region of Victoria);

(b) Holidays declared or prescribed by, or under a law of Victoria;

(c) Such holidays as the Vice-Chancellor may declare as University holidays.

45.2 The University and a staff member may agree to substitute another day for a day that would otherwise be a holiday.

45.3 The University and a staff member may agree to substitute another part-day for a part-day that would otherwise be a part-day holiday.

45.4 Where a public holiday recognised by the University occurs on a rostered day off the University may grant an additional day’s pay or leave to be taken at a mutually agreed time.

45.5 No deduction will be made from annual, sick or long service leave credits for holidays observed by the University which occur during a period of leave.

45.6 Staff working overseas will be provided holidays in accordance with the relevant foreign country’s official public holidays without loss of pay. Staff working overseas will not be entitled to holidays under clause 45.1. If the number of public holidays in the relevant foreign country is less than the number of holidays in clause 45.1, the shortfall shall be added to the staff member’s annual leave accrual. Staff whose employment is located outside Victoria but within Australia will be entitled to public holidays in accordance with the NES only. If the number of public holidays in accordance with the NES is less than the number of holidays in clause 45.1, the shortfall shall be added to the annual leave accrual for a staff member whose employment is located outside Victoria but within Australia.

45.7 During a period of unpaid leave including for proceedings in the Fair Work Commission, participation in sporting events, standing for elections, or accompanying a spouse overseas, the staff member has no access to University holidays.

46. **CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS**

46.1 Without limiting any substitution permitted by the *Fair Work Act 2009*, the provisions of this clause 46 apply on the basis that the University operates on Labour Day, Queen’s Birthday, and Melbourne Cup Day and all staff are ordinarily required to work as normal on those days (but applications for annual leave on any of those days by a staff member will ordinarily be approved). For the avoidance of doubt, holiday penalty rates set out in clause 79.9 do not apply to work performed on Labour Day, Queen’s Birthday, and Melbourne Cup Day, noting the benefits that may be provided in this clause 46.

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

46.3 Unless required to work by the University, staff will be absent from duty for the duration of the Christmas/New Year closedown period. Work performed by a professional staff member on any of the five days declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year’s Day will be paid the applicable holiday penalty rate as provided at clause 79.9.

46.4 Staff who work Labour Day, Queen’s Birthday, and/or Melbourne Cup Day (other than casual professional and Teaching Associate staff) will accrue paid time off at the rate of one and two-thirds days for each day worked. Such paid time off will be used to cover the absence from duty of a staff member during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year’s Day. Provided that a staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu at the rate of one and one-third days’ pay for each one and two-thirds days of accrued time off.
46.5 Where a staff member has accrued insufficient paid time off for working Labour Day, Queen’s Birthday, and/or Melbourne Cup Day to cover his/her absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year’s Day, the staff member will be debited annual leave to cover the shortfall unless otherwise agreed between the staff member and the University. In the event that the staff member has insufficient annual leave to cover the shortfall and annual leave in advance is not granted under clause 40.3, the staff member will be granted leave without pay to cover the remainder of the shortfall.

46.6 Where the paid time off accrued by the staff member for working Labour Day, Queen’s Birthday, and/or Melbourne Cup Day more than covers their absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year’s Day, the balance of the staff member’s accrued time off remaining after the end of the closedown period will be taken before the commencement of the next closedown period at a time agreed between the staff member and their supervisor. Any balance of accrued time off remaining to the staff member either at the commencement of the next closedown period or at the termination of their employment, whichever is the earlier, will be foregone and the University will have no liability to make any payment in lieu.
47. LEAVE OR MAKE-UP PAY TO INCAPACITATED STAFF MEMBERS

47.1 A staff member who suffers injury causing partial or total incapacity for work and who receives compensation pursuant to the *Workers Compensation Act 1958*, the *Accident Compensation Act 1985*, and/or the *Workplace Injury Rehabilitation and Compensation Act 2013* will be granted make-up pay or leave for a maximum continuous or aggregate period of 52 weeks in respect of any one injury as follows:

Total injury - Leave at a rate of pay equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the amount of weekly compensation received by the staff member.

Partial injury - Make-up pay by the University equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the sum of the amount of weekly compensation received by the staff member and the weekly amount the staff member is earning in the employment (whether with the University or another employer) in which the staff member is employed by reason of such partial incapacity.

Provided that the “rate of pay payable” herein will exclude any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred.

47.2 A staff member who suffers partial injury and can obtain suitable employment only with an employer other than the University will continue to be paid make-up pay by the University on condition that the staff member furnishes evidence to the University’s satisfaction of the rate of weekly compensation and the rate of actual earnings they are receiving from the other employer. Provided that there will be no entitlement to continued payment of make-up pay where the staff member was employed on a fixed-term contract by the University and the term of the contract expires.

47.3 Where a staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of incapacitation leave provided for in this clause.

47.4 Where a staff member receiving or who has received make-up pay has made a civil claim for damages in connection with the injury to which such make-up pay relates they will advise the University in writing and will, if required by the University, authorise it to obtain such information as is reasonably required regarding the progress of such claim from the staff member’s solicitors.

47.5 Where a staff member who has received make-up pay recovers damages from the University or another pursuant either to a judgment or settlement, which includes damages for loss of income in respect of the injury for which the staff member has received make-up pay, they will repay to the University such make-up pay as they have received from the University. Where the damages are recovered under a judgment and have been reduced for the contributory negligence of the staff member, the staff member will repay such amount of make-up pay as they have received from the University as is pro rata to the damages recovered having regard to such contributory negligence.

47.6 A staff member who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the *Workers Compensation Act 1958*, the *Accident Compensation Act 1985*, and/or the *Workplace Injury Rehabilitation and Compensation Act 2013* will have restored to their credit sick leave equal to the value of the sick leave taken in respect of their incapacity.

47.7 A staff member who applies for leave under this clause may upon application be granted sick leave up to a maximum of the staff member’s sick leave credits to cover such absence, provided however that no staff member shall be concurrently entitled to sick leave and leave pursuant to this clause.

47.8 Sick leave granted will be paid at a weekly rate not exceeding the sum of the following:

(a) The weekly value of the workers’ compensation payment to which the staff member may become entitled;

(b) The weekly payment for which the staff member will be eligible if granted leave pursuant to this clause.

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

48.1 This clause deals with circumstances of seriously inappropriate behaviour, which might otherwise be the subject of disciplinary action or ill-health retirement under clauses 57, 59 or 60, but where neither of these may be appropriate because the problem appears to be only temporary, or inappropriate behaviour appears to have some acute psychological or medical cause.

48.2 Where, in the opinion of the University and/or the staff member, any of the following (or similar factors) is adversely affecting the staff member’s work performance:

- stress, including personal or relationship problems;
- health concerns;
- alcohol and/or drug impairment and/or compulsive gambling

the staff member may make application for, or the University may request that the staff member take, leave with pay or without pay to undertake an approved rehabilitation or counselling or treatment program.

48.3 In determining whether leave is to be granted, the University may take into account the amount of accrued leave available to the staff member.

48.4 Where leave has been granted, failure to undertake such an approved rehabilitation or counselling program or completion of the approved rehabilitation or counselling program without resolution of the seriously inappropriate behaviour, may result in the University seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.

48.5 Where the staff member refuses a request to take leave, the University may direct the staff member to attend an interview during normal working time with a properly qualified member of the University Counselling Service who may, on the basis of a report from the University and that interview (or such further interview as the Counsellor may consider necessary) refer the staff member for assessment for such rehabilitation, treatment or counselling as the Counsellor considers may be appropriate. Pending such interviews and/or assessments, the University may direct the staff member not to perform their normal duties. Should the staff member refuse to attend such interviews or assessments, the University may direct that the staff member take sick leave until either 14 days have elapsed or until the staff member undertakes the interviews or recommended assessment. If at the end of the 14 days, the staff member still refuses the required interview or any recommended assessment, the University may have recourse to relevant provisions of this Agreement, as an alternative remedy to the situation and may rely on the refusal for the purposes of, and evidence in relation to, those other provisions.

48.6 Nothing in this clause will be taken as affecting the operation of any workers’ compensation scheme.

49. **OCCUPATIONAL HEALTH AND SAFETY**

49.1 The parties recognise that minimising risks to the health and safety of staff is a legal responsibility of the University and of staff and that the legal framework for best achieving this is a consultative one. Accordingly, the University shall invite the NTEU to nominate someone to attend each meeting of the Monash University OHS Committee. The University shall report statistically to that Committee its activity in relation to workplace bullying in particular, including claims of its occurrence and the Faculty or Division in which they arose.

**Health and Safety Representatives**

49.2 All elected Health and Safety Representatives (HSRs) will be kept informed of the availability of relevant training and encouraged to participate in this training. Advice will be provided to the Manager, OHS of participation in training by HSRs, and the Manager, OHS will maintain a record of the training undertaken by HSRs.

50. **FITNESS FOR WORK**

50.1 Where the University has a reasonable concern about a staff member’s health and wellbeing or fitness for work, to the extent that the staff member’s presence or continued presence at work constitutes an imminent risk of harm or injury to themselves or others, or may seriously disrupt University operations, the University may direct that staff member to either not attend or to leave the workplace.

50.2 In circumstances set out above, a staff member will be paid for the day they are directed not to attend or leave the workplace.
50.3 The University may require the staff member to provide a statement from their treating medical practitioner(s) containing the opinion of the treating medical practitioner(s) as to the capacity of the staff member to return to work, prior to the staff member being permitted to return to work. In such circumstances all days absent (with the exception of the day the University initially directed the staff member to not attend or leave the workplace) will be in accordance with the applicable paid or unpaid sick leave provisions of this Agreement.

50.4 Where the University has a genuine and well-founded concern that a staff member is not able to perform the inherent requirements of their position safely, and where it is reasonable to do so, the University may request the staff member to undertake an independent medical examination and to complete any relevant authorisations, the sole purpose of which is to ensure provision of medical reports to the staff member and to the University.

Upon the staff member indicating they will comply with the request to attend an independent medical examination the staff member will be put on special paid leave up until the date that the independent medical examiner advises whether or not the staff member is or was unfit to perform the inherent requirements of their position. If the University is not satisfied that the staff member is reasonably endeavouring to undertake an independent medical examination in a timely way the University will withdraw its approval of special paid leave and the staff member will be invited to apply to take paid sick leave or otherwise be placed on special unpaid leave.

Where the assessment of the independent medical examiner is that the staff member is unfit to perform the inherent requirements of their position, prospective days absent will then be on sick leave.

Where the assessment of the independent medical examiner is that the staff member was unfit to perform the inherent requirements of their position at any time during the period of special paid leave, the special paid leave already taken while the staff member was unfit to perform the inherent requirements of their position will be reversed and sick leave substituted in lieu thereof.

Sick leave on days absent will be paid sick leave except where the staff member has already exhausted their accrued entitlement. Where the staff member has already exhausted their accrued paid sick leave entitlement, unpaid special leave will be substituted in lieu, unless the staff member elects to substitute accrued annual and/or long service leave in lieu.

50.6 Prior to commissioning of an independent medical examination, the following information will be provided to the staff member:

(a) the basis on which the independent medical examination is sought;
(b) the questions the independent medical examiner will be asked to address; and
(c) any supporting information being provided to the independent medical examiner.

The staff member and their Representative, if any, will be given an opportunity to consult with the University about the information to be provided under paragraphs (a), (b), and (c) and about the selection of the independent medical examiner to be engaged, prior to taking steps to initiate an independent medical examination with that independent medical examiner.

50.7 The staff member will be provided a copy of the independent medical examination report. The report will only be used by the University to obtain the expert opinion of the independent medical examiner on the concerns described in clause 50.1 that initiate the application of this clause and to address the matters identified in the report. The University will maintain confidentiality regarding the report and associated papers.

50.8 Based on the report(s) received, the reasonable adjustment provisions of anti-discrimination legislation shall be considered by the University and the staff member for their applicability in these circumstances.

50.9 The cost of any independent medical examination commissioned under this clause will be paid by the University upon release of the medical report(s) to the University.

51. FAMILY VIOLENCE

51.1 The University recognises that staff members may sometimes experience situations of violence or abuse in their personal life constituting family violence that may affect their attendance or performance at work.

The University accepts the definition of family violence as provided by the Family Violence Protection Act 2008 (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.
51.2 The University may offer staff members (including casual and sessional staff) experiencing family violence including dealing with its consequences a broad range of support. This includes where appropriate:

(a) access to paid family violence leave for absences due to family violence experienced by the staff member;
(b) access to accrued leave for absences due to family violence experienced by the staff member, including access to accrued sick leave without the requirement for the staff member to be ill or injured;
(c) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
(d) changing work location, telephone number or email address.

Paid family violence leave to casual and sessional staff will be limited to long term casuals (as defined) and will be for absences due to family violence experienced by the staff member where they would otherwise have been attending work but for the family violence.

51.3 The University will designate family violence contact officers to assist staff experiencing family violence, and they will receive appropriate training for that role. Where a staff member experiencing family violence requests the University’s support, the staff member may elect to submit that request to either the University’s designated family violence contact officer(s), an HR Business Partner or the staff member’s supervisor.

Approval of such request will be subject to endorsement by the Chief Human Resources Officer (or their nominated delegate), and the quantum of any paid family violence leave will be determined by the situation of the individual staff member through consultation between the staff member and either the University’s designated family violence contact officer(s), an HR Business Partner or the staff member’s supervisor.

Where a staff member has previously taken annual leave, sick leave, or long service leave for absences due to family violence experienced by the staff member and/or dealing with its consequences, they may apply to have paid family violence leave substituted for such annual leave, sick leave, or long service leave. Subject to the provision of satisfactory evidence of the family violence experienced by the staff member causing the absence, paid family violence leave will be substituted and the annual leave, sick leave, or long service leave will be reversed and recredited to the staff member.

51.4 For the purposes of the approval of a request for support from a staff member experiencing family violence, the Chief Human Resources Officer (or their nominated delegate) may require the provision of relevant documentary evidence satisfactory to the University of family violence. This may include a document issued by police, a court, a medical practitioner, a district or maternal and child health care nurse, a family violence support service, a counsellor, a designated family violence contact officer, or a lawyer or a statutory declaration of the staff member.

52. ENVIRONMENTAL SUSTAINABILITY

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

Part G governs the redundancy process for academic and professional staff. Where the University gives or intends to give notice that a position is or positions are redundant, it will only do so in accordance with the provisions of clause 53 (academic staff) and clause 55 (professional staff).

53. REDUNDANCY - ACADEMIC STAFF

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

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

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

53.3 The period of notice of termination (inclusive of any contractual notice period) shall be 26 weeks.

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

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

Early Separation and Option Period

53.6 Upon written notice of termination being given to the staff member a four-week “Option Period” will commence during which the staff member must indicate to the University that they wish to:

(a) Elect voluntary early separation, in which case but subject to clause 53.8 the termination benefits will be paid in accordance with Table G as well as payment in lieu of any unexpired portion of four weeks from the staff member’s date of receipt of the notice of termination until the date that they elect voluntary early separation; or,

(b) Apply to the Vice-Chancellor for a review of the termination decision and/or to seek redeployment, under clauses 53.9 and 53.10 below.

Table G – Voluntary Early Separation

<table>
<thead>
<tr>
<th>Application</th>
<th>Maximum Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment in lieu of salary for the unexpired portion of the Option Period</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Termination payment equal to salary in lieu of the notice period under clause 53.3</td>
<td>26 weeks</td>
</tr>
<tr>
<td>Termination payment at 3 weeks’ pay for each year of completed service up to and including 15 years and 2 weeks’ pay for each year of completed service thereafter</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more</td>
<td>No Maximum</td>
</tr>
</tbody>
</table>

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

Review

Concurrent with the notice period, a staff member who has received notification of termination may apply in writing under clause 54 to the Vice-Chancellor during the “Option Period” for a review of the decision to terminate their employment, on the grounds that fair process was not observed by the University in selecting the staff member for redundancy.

Redeployment

A staff member may elect, within the four-week “Option Period” to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the “Option Period”) and will operate concurrently within the relevant notice period, referred to in clause 53.3 above.

The redeployment procedures in clause 56 will then apply.

Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at their existing residence, payment may be authorised at the Vice-Chancellor’s discretion as follows:

(a) Reasonable costs incurred in the conveyance of the staff member and their dependants including removal of furniture and personal effects.

(b) Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.

(c) Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.

(d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

Termination

Should the staff member fail to elect any options as outlined above, the provisions of clause 53.16 below will apply.

Should the staff member elect redeployment but is not able to be redeployed to Suitable Alternative Employment, or fail in their review application, then at the completion of the redeployment or review processes, the staff member and/or Head of Department may make written application to their Dean for the staff member to work out all or part of the remaining period of notice.

If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the termination payment in Table H:

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

If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment and/or review (where applicable), terminate the staff member's employment, in which case, the staff member will receive a lump sum termination payment equivalent to the entitlement under Table G and the payments will be calculated in the same way as Table G, except that any component of the termination payment equal to payment of salary in lieu of notice shall only be made for the unexpired portion of the notice.

Notwithstanding clause 53.15 or 53.16, a staff member who is offered Suitable Alternative Employment shall not be eligible for termination pay under Table G or Table H, whether such offer is accepted or not.
54. **ACADEMIC REDUNDANCY REVIEW**

54.1 The application for review pursuant to clause 53.9 must:

(a) be made to the Vice-Chancellor;

(b) contain all relevant documentation relied upon by the staff member; and

(c) indicate if they wish the review to be conducted in accordance with clause 54.12.

Failure to apply within the time frame set out in clause 53.9, or applying without providing reason(s) for the review, will prevent a review from being undertaken and the provisions of clauses 53.13 and 53.16 will apply.

54.2 The staff member is entitled to a Representative to assist them at any point during the review process.

54.3 Subject to clause 54.4, the Independent Reviewer or an Independent Review Panel, as applicable will conduct a review on the papers.

54.4 During the review process, the Independent Reviewer or Independent Review Panel, as applicable, may at their discretion make any inquiries they consider necessary.

54.5 At the conclusion of their inquiries, the Independent Reviewer or the Independent Review Panel, as applicable, will issue a written report, containing recommendations, to the Vice-Chancellor and the staff member who applied for the review.

54.6 Upon consideration of the recommendations, the Vice-Chancellor will make a determination on the review and communicate their decision to the staff member. The Vice-Chancellor may seek additional information if the Vice-Chancellor considers that this is necessary.

54.7 If the Vice-Chancellor confirms a decision to terminate the staff member’s employment, the provisions of clause 53.14 will apply.

Alternatively, if the Vice-Chancellor reverses the decision to terminate the staff member’s employment, the notice of termination under clause 53.2 will cease to operate.

54.8 These provisions shall not limit any rights of appeal under the Act.

**Independent Reviewer**

54.9 The Independent Reviewer is a person, appropriate to the circumstances, appointed in accordance with clause 11 of this Agreement. The Independent Reviewer will not be a staff member of the University.

54.10 The Independent Reviewer is not bound to act in a formal manner and is not bound by any rules of evidence, technicalities or legal form. The Independent Reviewer may inform themselves on any matter, in such manner as they consider fair and reasonable.

54.11 The Independent Reviewer must act fairly and impartially.

**Independent Review Panel**

54.12 Where requested by the staff member, the review will be conducted by an Independent Review Panel made up of:

(a) the Independent Reviewer (Chair);

(b) a nominee of the President of the Monash University NTEU Branch; and

(c) a nominee of the University,

and both nominees will be staff members of the University.

54.13 Where the staff member elects for an Independent Review Panel to be formed, the Panel will have the same rights and obligations as an Independent Reviewer, and will carry out the review in accordance with the process outlined at clauses 54.3-54.11.
55. **REDUNDANCY – PROFESSIONAL STAFF**

**Application**

55.1 This clause applies only to continuing professional staff.

55.2 This clause does not apply to a professional staff member who is placed in Suitable Alternative Employment.

**Grounds for redundancy**

55.3 The University may decide to terminate the employment of one or more professional staff members as a consequence of changed circumstances such as:

- Changes in work methods;
- Re-organisation;
- Financial exigency;
- Introduction of new technology;
- Where the duties of the position are changed such that the staff member is not competent to perform those duties and will not be competent to perform those duties with retraining within a reasonable time; or
- Geographic relocation where the relocation is unreasonably distant.

**Notice of Redundancy**

55.4 Where the University has determined that a staff member’s position is redundant, the University will formally notify the affected staff member(s) concerned or, where the affected staff member chooses, their Representative, in writing that:

(a) Their position is redundant and the ground(s) on which their position is redundant;

(b) Their employment may be terminated;

(c) They may apply for Early Separation or seek redeployment; and

(d) They have a right to a Representative and be provided with a copy of the clauses of this Agreement dealing with redundancy and redeployment of professional staff.

**Notice Period**

55.5 A period of four weeks (the “Notice Period”) will commence immediately upon written notification under clause 55.4 being provided to the staff member. If the staff member is over 45 years old and has completed at least 2 years of continuous service with the University at the end of the day the notice is given, the period of notice will be increased by 1 week.

From the commencement of the Notice Period, the staff member will be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member 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.

55.6 During the Notice Period, the staff member has to determine whether to:

- seek redeployment over the balance of the Notice Period; or

- apply for Early Separation within the Notice Period.

**Early separation**

55.7 Where a staff member requests Early Separation under clause 55.6 the staff member’s employment will end on a date within the Notice Period where agreed between the University and the staff member and the University will pay the staff member in lieu of the remaining balance of the Notice Period. In the absence of agreement, the staff member’s employment will end at the expiry of the Notice Period.

Notwithstanding the above, the University reserves its right to require staff members to work out part or all of the Notice Period, where operational needs require it.
Where a staff member elects to forgo redeployment but requests to be able to work out the four-week Notice Period, the request will be granted, provided that meaningful work is available.

55.8 In addition to any payment due under clause 55.7 in lieu of the balance of the Notice Period, the staff member will receive a Redundancy Payment in accordance with clauses 55.11-55.12.

Redeployment

55.9 Where a staff member has nominated to seek redeployment under clause 55.6, the University will:
(a) Monitor vacancies within the University; and
(b) Keep the staff member and the staff member’s nominated Representative informed of relevant vacant positions about to be advertised at or one level below the staff member’s substantive level, taking into account the relevant skills, experience and work preferences of the staff member.

Failure to Redeploy

55.10 Where a staff member seeks redeployment and subsequently the University is unable to offer redeployment under clause 56 or to offer Suitable Alternative Employment, the staff member’s employment will terminate at the end of the Notice Period. The staff member will then receive a Redundancy Payment in accordance with the table in clause 55.11 (this will not include the extra 4 weeks’ notice referred to in clause 55.12(a) and (b)).

Redundancy Payment and Related Conditions

55.11 Subject to clause 55.12, a staff member entitled to a Redundancy Payment under clause 55.8 or 55.10 will receive the following:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Amount of Redundancy Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>18 weeks’ pay</td>
</tr>
<tr>
<td>1 year but less than 2 completed years</td>
<td>21 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than 3 completed years</td>
<td>24 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than 4 completed years</td>
<td>27 weeks’ pay</td>
</tr>
<tr>
<td>4 years but less than 5 completed years</td>
<td>30 weeks’ pay</td>
</tr>
<tr>
<td>5 years but less than 6 completed years</td>
<td>33 weeks’ pay</td>
</tr>
<tr>
<td>6 years but less than 7 completed years</td>
<td>36 weeks’ pay</td>
</tr>
<tr>
<td>7 years but less than 8 completed years</td>
<td>39 weeks’ pay</td>
</tr>
<tr>
<td>8 years but less than 9 completed years</td>
<td>42 weeks’ pay</td>
</tr>
<tr>
<td>9 years but less than 10 completed years</td>
<td>45 weeks’ pay</td>
</tr>
<tr>
<td>10 years but less than 11 completed years</td>
<td>48 weeks’ pay</td>
</tr>
<tr>
<td>11 years or more</td>
<td>52 weeks’ pay</td>
</tr>
</tbody>
</table>

All payments under this clause will be calculated on the staff member’s ordinary rate of pay as defined in clause 3.7 at the date of cessation of employment. Payments under this clause, other than the long service leave payment, will be calculated on the staff member’s average fraction over their last five years of service or their fraction at the date of cessation of employment, whichever is the greater.

55.12 The following conditions apply to a Redundancy Payment under clause 55.11:
(a) The maximum Redundancy Payment is 52 weeks’ salary plus 4 weeks’ notice;
(b) The minimum Redundancy Payment will be 18 weeks’ salary plus 4 weeks’ notice;
(c) No Redundancy Payment will be made to a staff member who:
   • is offered Suitable Alternative Employment whether such offer is accepted or not;
   • is offered redeployment to another position in accordance with clause 56 whether such offer is accepted or not; or
   • accepts another position within the University or any associated entity.

Payment of accrued entitlements

55.13 When employment is terminated pursuant to this clause, the staff member will receive payment in lieu of accrued long service leave provided that continuous service is one (1) year or more.
56. **REDEPLOYMENT PROCESS – ACADEMIC AND PROFESSIONAL STAFF**

56.1 Redeployment is a desirable outcome of the redundancy process and shall be attempted in preference to concluding the retrenchment process. The process by which redeployment and potential redeployment will be undertaken will be as set out below:

(a) The staff member will be interviewed to ascertain their career interests and aspirations, experience, knowledge, level of skills and training needs, and assisted by a trained adviser in developing a personal career plan and job search skills including a résumé, letter of application and interview skills.

(b) Staff members will be directly informed in writing of all vacant positions at or one level below the staff member’s substantive level to be advertised by the University.

(c) A staff member applying for a vacant position (at or one level below their substantive level) about to be advertised, will be interviewed prior to the advertisement being placed, except where the University determines that the staff member is clearly unqualified for the position and would not become qualified within a reasonable period of time with or without training.

(d) If the interview confirms that the staff member satisfies the selection criteria or would satisfy the selection criteria with reasonable training, a transfer will be effected at the earliest possible mutually convenient date for all parties.

(e) If the staff member is unsuccessful at interview and the Chief Human Resources Officer or nominee is satisfied of the validity of the decision, the staff member will be given feedback by the interview convenor on why they were successful.

(f) Where the staff member’s substantive salary level is above the maximum salary of the classification of the position to which they are redeployed, their substantive salary will be maintained until such time as the maximum rate for the classification level for the position increases beyond the maintained rate. At that time, the staff member will translate to the nearest salary point in the classification level above their maintained rate.

(g) If the Chief Human Resources Officer or nominee is not satisfied that the decision was valid and considers that the staff member satisfies the selection criteria:

(i) the supervisor of the work unit where the vacancy exists will be required to employ the staff member for a three-month trial period which will focus on the skill match of the staff member against the position occupied during the trial period; and

(ii) the staff member may be required to take up the vacancy for an initial three-month trial period upon being formally offered the position, and during this time the redundancy notice period will continue (where applicable).

(h) A staff member on trial placement may be considered for any other vacancies which may arise during the period originally determined for the redeployment process.

(i) A rejection by a staff member of an offer of redeployment to Suitable Alternative Employment on the grounds of geographic location will not be regarded as an unreasonable rejection.

(j) During the application of these redeployment processes, and any trial redeployment, a staff member will retain their substantive salary, classification and incremental range and will retain their existing substantive mode of employment.

(k) A staff member may choose to have a Representative at any stage of the redeployment process.

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

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

57.1 The Vice-Chancellor may require, in writing, any staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
The Vice-Chancellor shall provide the staff member with reasonable written notice which shall be not less than four weeks save in exceptional circumstances that a medical examination is required. Where the staff member elects to apply to the staff member’s superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under clause 57.1 shall lapse forthwith and no further action shall, subject to clause 57.3, be taken by the Vice-Chancellor under this clause.

Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 57.2.

A copy of the medical report made by the medical practitioner pursuant to clause 57.1 shall be made available to the Vice-Chancellor and to the staff member.

If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to clause 57.6, terminate the employment of the staff member in accordance with the notice required by the staff member’s contract of employment or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.

If within 14 days of the report being made available the staff member or his/her chosen Representative requests, the Vice-Chancellor shall not terminate the employment of the staff member in accordance with clause 57.5 hereof unless and until the findings of the report are confirmed by an independent specialist appointed by the Vice-Chancellor with the agreement of the President of the Monash University NTEU Branch (or delegate).

In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause shall as far as possible apply the similar standards as are required to undertake the work of an academic having regard to the operation of the staff member's superannuation scheme.

Nothing in this clause prevents a staff member from accessing workers’ compensation for work related injuries.

The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within a reasonable time after a written notification, which shall be not less than two months, save in exceptional circumstances, as prima facie evidence that such a medical examination would have found the staff member unable to perform his or her duties and unlikely to be able to resume them within 12 months, and may act accordingly. Provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

The provisions of this clause shall not apply to casual staff members.
PART H - DISCIPLINARY MATTERS

58. GENERAL MATTERS

58.1 Set out in this clause and clauses 59-62 are the procedures that will be applied where the University considers the performance of a staff member to be unsatisfactory, or in circumstances where allegations of Misconduct or Serious Misconduct are made against a staff member, or in circumstances regarding a breach of the Research Code. This clause and clauses 59-61 apply to continuing and fixed-term staff members only (other than during any period of probationary employment).

58.2 A staff member may be assisted by a Representative at any stage throughout these procedures.

58.3 Procedural fairness and natural justice must be applied to all processes carried out under this clause.

58.4 In these procedures a reference to the "Provost/Chief Operating Officer" refers to the Provost in respect of academic staff and the Chief Operating Officer in respect of professional staff.

58.5 The parties acknowledge that conduct of a staff member may involve either or both Unsatisfactory Performance and Misconduct/Serious Misconduct and it is agreed that matters that could be characterised as either Misconduct/Serious Misconduct or Unsatisfactory Performance may be progressed by the University in good faith under either clause 59 or 60 below.

Definitions

58.6 For the purpose of interpreting clauses 59-61:

(a) “Disciplinary action” means one or more of the following:

(i) counselling, formal censure or written warning;
(ii) withholding of an increment;
(iii) demotion by one or more classifications or increments;
(iv) transfer to another position with pay appropriate to that position;
(v) suspension with or without pay; and/or
(vi) termination of employment.

Disciplinary action for Misconduct shall be as set out in clause 58.6(a)(i)-(v).

(b) “Misconduct” means conduct that is not Serious Misconduct but is nevertheless unacceptable.

(c) “Senior Manager” means a manager who provides line management of the supervisor, at a level no lower than Head of School, Director or equivalent.

(d) “Serious Misconduct” means:

(i) serious misbehaviour of a kind that constitutes a serious impediment to the staff member, or the staff member’s colleagues, carrying out their duties;
(ii) serious dereliction of the duties required of the staff member in their position;
(iii) conviction by a court for an offence that constitutes a serious impediment of the kind referred to in (i) above;
(iv) theft or fraud;
(v) assault;
(vi) being intoxicated at work;
(vii) refusal to carry out a lawful and reasonable instruction;
(viii) conduct that causes serious and imminent risk to the health or safety of a person;
(ix) serious misconduct within the ordinary meaning of serious misconduct at common law; and/or
(x) persistent misconduct or wilful and repeated incidents of misconduct.
(e) “Unsatisfactory Performance” means a persistent or significant failure of a staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:

(i) the nature and purpose of the position;
(ii) its classification and duties; and
(iii) any representations made by the staff member at the time of selection for employment or promotion to their current level or position.

(f) “Termination of Employment” means termination of employment at the initiative of the University.

59. **UNSATISFACTORY PERFORMANCE**

59.1 If the University is of the view that the staff member’s performance is unsatisfactory, the staff member may be counselled in accordance with the following counselling requirements:

(a) the supervisor shall first counsel the staff member on the nature of the improvement required; and
(b) the expectations of improvement and the timeframe within which the improvement should occur will be reasonable; and
(c) a note shall be kept of the counselling given and a copy supplied to the staff member; and
(d) if the supervisor considers appropriate, the staff member will be directed to appropriate professional development to assist in improving performance.

In the event that the matter is resolved to the satisfaction of the University following the counselling process, the notes of the counselling will not be put on the staff member’s personal HR file and the fact that counselling occurred will not be relied on as a basis for any future disciplinary action against the staff member.

If the above counselling process has not led to improvement in performance to the required standard, the University may either proceed directly to clause 59.2 or, where the University considers it appropriate in the circumstances, issue the staff member with a written warning. Any written warning issued will specify the further time within which the improvement in performance to the required standard is to be achieved. Where that written warning is issued and the improvement in performance to the required standard is not achieved by the staff member within the further time specified, the University may then proceed to clause 59.2.

59.2 Where the action taken in clause 59.1 has not led to improvement in performance to the required standard, further disciplinary action may be taken against the staff member. If further disciplinary action is proposed to be taken, the staff member will be advised in writing of the Unsatisfactory Performance, including details of any relevant facts and documentation.

59.3 The staff member will be given not less than ten (10) working days to make a written submission in relation to the Unsatisfactory Performance raised under clause 59.2.

59.4 The staff member’s response including any relevant material will be considered by the Senior Manager, in conjunction with the Director, Workplace Relations, and a report will be made which details the Unsatisfactory Performance and staff member’s response. A copy of the report shall also be provided to the staff member.

**Decision**

59.5 The Provost/Chief Operating Officer, will consider the report and make a decision about what, if any, disciplinary action should be taken against the staff member. The Provost/Chief Operating Officer may seek additional information if they consider it necessary.

59.6 The staff member will be notified in writing of any decision to take disciplinary action against them, including the reasons relied on in making the decision.

59.7 If the disciplinary action notified under clause 59.6 is termination or demotion, that decision will take effect at the end of ten (10) working days after notification or, if the staff member seeks a review in accordance with clause 61 and the original decision is confirmed under clause 61, will take effect in accordance with clauses 61.9 or 61.10 (as applicable) at that time.
60. MISCONDUCT AND SERIOUS MISCONDUCT

60.1 Where a matter arises that includes conduct that could be the subject of allegations of misconduct and/or serious misconduct the University may decide whether it is appropriate for the matter to be:

(a) discussed between the staff member and their supervisor to determine whether it can be addressed through guidance, counselling or other appropriate action in the first instance; or

(b) the subject of formal allegations in accordance with clause 60.2.

60.2 Where any initial discussion does not resolve the matter or the University considers informal discussion is inappropriate due to the serious nature of the allegation(s) of misconduct or serious misconduct being 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 not less than ten (10) working days to make written submissions, in relation to the allegations.

60.3 If at any stage during the procedures the University finds that the details of the allegations 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.

Suspension

60.4 Where an allegation of Serious Misconduct has been made against a staff member, the Provost/Chief Operating 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 Provost/Chief Operating Officer, the staff member may draw on any accrued entitlement to annual leave or long service leave for the duration of the suspension without pay;

(b) the Provost/Chief Operating 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 Provost/Chief Operating Officer may at any time reconsider the issue of the suspension of the staff member.

60.5 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.

Decision

60.6 The Provost/Chief Operating Officer will consider the allegation(s) and the staff member’s response.

60.7 The Provost/Chief Operating Officer may seek additional information prior to making their decision if it is considered necessary.

60.8 The Provost/Chief Operating Officer may determine that allegation(s) of Serious Misconduct amount only to Misconduct.

60.9 The Provost/Chief Operating Officer will advise the staff member in writing of their decision as to whether there was Misconduct and/or Serious Misconduct, including the reasons relied on in making the decision. If there was Misconduct and/or Serious Misconduct, the Provost/Chief Operating Officer will notify the staff member of their decision, any disciplinary action (consistent with the provisions of clause 58.6 (a)) and of the operative date of that disciplinary action.

60.10 If the disciplinary action notified under clause 60.9 is termination or demotion:

(a) that decision will take effect at the end of ten (10) working days after notification or, if the staff member seeks a review in accordance with clause 61 and the original decision is confirmed under clause 61, will take effect in accordance with clauses 61.9 or 61.10 (as applicable) at that time;

(b) if the staff member was suspended under clause 60.4, then subject to that clause, the suspension will continue pending the decision taking effect or, if a review is sought under clause 61, the conclusion of that review.

60.11 If the Provost/Chief Operating Officer determines that no disciplinary action will be taken and the staff member has been suspended under clause 60.4, the staff member will be reinstated at no loss of salary or conditions.
Notwithstanding the provisions of this clause, the employment of any professional staff member may be terminated without notice by the University for serious and wilful misconduct.

61. REVIEW OF DECISION – TERMINATION OF EMPLOYMENT OR DEMOTION

61.1 Where the Provost/Chief Operating Officer informs a staff member, pursuant to clause 59.6 or with notice under clause 60.9, that the disciplinary action to be taken against the staff member is termination of employment or demotion, the staff member is entitled to apply to the Vice-Chancellor for a review of the decision to terminate or demote on the grounds of:

(a) new information not previously available to the staff member;
(b) lack of procedural fairness; and/or
(c) the disciplinary action being a disproportionate penalty in the circumstances.

61.2 A staff member who intends to apply for a review of a decision pursuant to clause 61.1 must:

(a) notify the University that they are applying within five working days at which time they must indicate if they wish the review to be conducted in accordance with clause 61.15; and
(b) submit the application for review within 10 working days of being notified of the decision to terminate or demote.

61.3 The application for review must:

(a) be made to the Vice-Chancellor; and
(b) contain all relevant documentation relied upon by the staff member.

Failure to apply within the time frame set out in this clause, or applying without providing reason(s) for the review, will prevent a review from being undertaken and the decision of the Provost/Chief Operating Officer will take effect at the end of 10 working days after the notification of the decision to the staff member.

61.4 The staff member is entitled to a Representative to assist them at any point during the review process.

61.5 Subject to clause 61.6, the Independent Reviewer or an Independent Review Panel, as applicable will conduct a review on the papers.

61.6 During the review process, the Independent Reviewer or Independent Review Panel, as applicable, may at their discretion make any inquiries they consider necessary.

61.7 At the conclusion of their inquiries, the Independent Reviewer or the Independent Review Panel, as applicable, will issue a written report, containing recommendations, to the Vice-Chancellor and the staff member who applied for the review.

61.8 Upon consideration of the recommendations, the Vice-Chancellor will make a determination on the review and communicate their decision to the staff member and the Provost/Chief Operating Officer. The Vice-Chancellor may seek additional information if the Vice-Chancellor considers that this is necessary.

61.9 If the Vice-Chancellor confirms a decision of the Provost/Chief Operating Officer to terminate the staff member’s employment, any period of notice or payment in lieu of notice (where applicable) will apply from 10 working days after the original decision had been notified to the staff member under clause 59.6 or 60.9.

Alternatively, if the Vice-Chancellor reverses the decision of the Provost/Chief Operating Officer, the staff member’s employment will be treated as continuous from the date of the decision of the Provost/Chief Operating Officer to terminate employment.

61.10 If the Vice-Chancellor confirms a decision of the Provost/Chief Operating Officer to demote the staff member, the demotion will be taken to have effect 10 working days after the original decision had been notified to the staff member under clause 59.6 or 60.9 and remuneration will be adjusted accordingly.

Alternatively, if the Vice-Chancellor reverses the decision of the Provost/Chief Operating Officer, the staff member’s classification will be treated as unchanged from the date of the decision of the Provost/Chief Operating Officer to demote.

61.11 These provisions shall not limit any rights of appeal under the Act.
Independent Reviewer

61.12 The Independent Reviewer is a person, appropriate to the circumstances, appointed in accordance with clause 11 of this Agreement. The Independent Reviewer will not be a staff member of the University.

61.13 The Independent Reviewer is not bound to act in a formal manner and is not bound by any rules of evidence, technicalities or legal form. The Independent Reviewer may inform themself on any matter, in such manner as they consider fair and reasonable.

61.14 The Independent Reviewer must act fairly and impartially.

Independent Review Panel

61.15 Where requested by the staff member, the review will be conducted by an Independent Review Panel made up of:

(a) the Independent Reviewer (Chair);
(b) a nominee of the President of the Monash University NTEU Branch; and
(c) a nominee of the University,

and both nominees will be staff members of the University.

61.16 Where the staff member elects for an Independent Review Panel to be formed, the Panel will have the same rights and obligations as an Independent Reviewer, and will carry out the review in accordance with the process outlined at clauses 61.5-61.14.

62. BREACHES OF THE RESEARCH CODE

62.1 Any breaches or serious breaches of the Australian Code for the Responsible Conduct of Research, 2018 (Research Code) should be dealt with in accordance with the Research Code, any associated Guidelines issued by the NHMRC/ARC and the University procedure as referred to in clause 62.2 and in accordance with the provisions of this Agreement as required by clause 62.3.

62.2 The University will maintain and publish on its intranet a procedure for the assessment and investigation of breaches or serious breaches of the Research Code (RM Procedure) that is consistent with and meets the requirements of the Research Code and any associated Guidelines issued by the NHMRC/ARC.

62.3 In any case where a specialist investigation panel (RM Panel) convened under the RM Procedure makes and reports any findings of fact in relation to particular allegations of Research Code breaches, and the substance of those allegations subsequently forms the basis of allegations of misconduct/serious misconduct dealt with under clause 60 of this Agreement, then the Provost/Chief Operating Officer acting under clause 60 or any Independent Reviewer/Independent Review Panel formed for the purposes of clause 61, may adopt and act upon those findings of fact without the need to re-put those allegations or make further inquiries.

62.4 This does not prevent the relevant decision maker/Reviewer from inquiring into any other relevant matters, such as matters in mitigation or evidence that was not relevant to the RM Panel but is relevant to any decision about whether conduct amounts to misconduct or serious misconduct.
PART I – GRIEVANCE MATTERS

63. EMPLOYMENT RELATED GRIEVANCE RESOLUTION PROCEDURE

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

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

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

(a) where the application for review was made more than one year after the last incident capable of forming the subject matter of the complaint;
(b) where the affected staff member has previously applied for review of the same action under these provisions;
(c) where there are alternative internal review procedures available to address the grievance, in which case the Director, Workplace Relations will advise the aggrieved staff member of the alternative procedures available;
(d) where the grievance concerns disciplinary action, appointment, probation, classification or promotion, sexual harassment or discrimination, and/or action arising under the Accident Compensation Act 1985 and/or the Workplace Injury Rehabilitation and Compensation Act 2013; and/or
(e) any decision or failure to make a decision on any matter arising under clause 21 – Continuing (Contingent Funded) Employment.

Grievance Resolution

63.3 It is expected that in most situations the staff member will first discuss the grievance with their supervisor. A staff member may contact a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.

63.4 Where the aggrieved staff member discusses the matter with his/her supervisor, all reasonable attempts to resolve the issue must be made as soon as practicable and normally within five working days. Where the grievance relates directly to the supervisor, the staff member may approach in the first place the supervisor’s line manager.

63.5 If the matter is not resolved to the satisfaction of the aggrieved staff member within five working days following the initiation of discussions under clause 63.4, the staff member may request a meeting with the relevant organisational head as appropriate, and any person(s) directly involved. This meeting will normally be held within five working days of the request.

63.6 If the grievance has still not been resolved to the satisfaction of the aggrieved staff member, within 10 working days of the request for a meeting with the relevant organisational head the matter will be referred by the aggrieved staff member to the Director, Workplace Relations for advice on the next stage of the procedure and other options available to the staff member.

63.7 If after a further period of 10 days, the grievance has still not been resolved following notification to the Director, Workplace Relations the aggrieved staff member may refer the matter to the Disputes Committee in accordance with clause 12.2.
64. WORKPLACE BULLYING

64.1 Workplace bullying is repeated unreasonable behaviour directed towards another person in the workplace that creates a risk to health and safety. The University is committed to ensuring, so far as is reasonably practicable, that such behaviour does not occur. Early reporting of concerns is encouraged and staff shall co-operate with the University and comply with all reasonable directions of the University directed at preventing or responding to or minimising the risk of workplace bullying.

A staff member may consider first discussing the behaviour directly and informally with the person involved, and the University will provide access to information and advice on how to deal with such matters.

Where a formal complaint of bullying is made and that complaint has not previously been dealt with or the substance of the complaint is not presently being dealt with under some other grievance or complaint process or procedure, then the University will ensure, so far as is reasonably practicable, that its preliminary inquiries into any alleged bullying are conducted carefully, thoroughly and fairly, in a timely manner.

Where it is determined on the basis of those preliminary inquiries that a formal investigation of the alleged bullying is required, that investigation will be undertaken by an independent investigator determined by the University.

Vexatious complaints or complaints that are demonstrated to be knowingly false can be the subject of disciplinary action.

64.2 Bullying does not include any legitimate or reasonable use of performance management processes, lawfully based and fairly applied disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member or a decision not to promote or reclassify the staff member.

64.3 Every formal complaint of bullying that is made to the University, shall be treated as an OHS issue and statistically reported upon to the local OHS Committee and to the Monash University Occupational Health and Safety Committee.

64.4 When a formal complaint of bullying is made, the University shall take all reasonably practicable steps to secure the health and wellbeing of both the complainant and the respondent throughout the process of investigating the complaint.
PART J - PERFORMANCE/EMPLOYMENT MANAGEMENT

65. PROBATIONARY EMPLOYMENT PRINCIPLES - ACADEMIC STAFF

65.1 Subject to clause 65.4, all new academic staff appointments made on or after 7 October 2014 are subject to the following probationary periods and the principles in this clause will be notified to the staff member in the letter of offer of employment.

(a) Level A to D on either full-time or part-time continuing employment: five years’ service; or
(b) Level A to D on either full-time or part-time fixed-term contracts: five years’ service or 50% of the period of the fixed-term contract, whichever is the shorter. Provided that where a staff member’s fixed-term contract is succeeded by a continuing appointment and his/her aggregate of continuous service at that time is less than five years, the staff member will be required to continue or recommence probation until they have served an aggregate of five years’ continuous service.

65.2 Where the new staff member is clearly performing at a high level and is likely to sustain that level following a review of their performance in accordance with the Academic Performance Framework, the probation period may in exceptional cases be reduced to a minimum of one year from the date of appointment.

65.3 New academic staff appointed to academic level E will not ordinarily be subject to a period of probation. However, in a particular circumstance, the Vice-Chancellor may require a reasonable probationary period to be served that is directly related to the work to be carried out by the staff member.

65.4 Probation periods do not apply in cases of:

- transfer;
- secondment;
- pre-retirement contracts;
- second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or
- contracts for a period of less than six months.

65.5 The duration of a staff member’s probationary period will be extended by any period of parental leave, unless the staff member requests that this not occur. However, where a staff member is engaged under a fixed-term contract, the probationary period will not be extended beyond the expiry date of the fixed-term contract unless the staff member’s employment continues beyond that date in the same position under a further fixed-term contract or a continuing appointment.

65.6 Upon or before commencement the staff member will be informed of the name of their designated academic supervisor, and the University will make clear to the staff member in writing the performance and development requirements that need to be met during the probationary period for the appointment to be confirmed.

65.7 Before the end of the staff member’s probationary period, the University may:

- confirm the appointment in accordance with the contract of employment; or
- terminate the appointment.

65.8 During the probationary period regular reviews will be conducted in accordance with the procedures set out in this clause and the supervisor will endeavour to meet with the probationary staff member to review the latter’s work performance and provide feedback on at least two occasions per academic year. These reviews of the probationary staff member’s progress will be in accordance with the provisions at clause 71 – Performance Development. It is recognised that the supervisor plays an important role in providing guidance to the staff member to meet the University’s performance and development requirements throughout the probationary period.

65.9 A probationary staff member may apply for probation review prior to the formal probation review provided for at clause 65.10 below and after a minimum of 12 months’ continuous service. On the basis of the review the University will:

(a) confirm the appointment in accordance with the contract of employment; or
(b) continue the probation.
If the outcome of the review is that the University continues the probation, the University will make clear to the staff member in writing the performance and development requirements that need to be met during the remainder of the probationary period for the appointment to be confirmed.

65.10 A formal probation review is to be initiated after the expiry of:

(a) four years’ service for continuing appointments; or
(b) four-fifths of the probation period in the case of fixed-term probationary staff.

On the basis of the review conducted under clause 65.10(a) or (b), the University will:

• confirm the appointment in accordance with the contract of employment; or
• terminate the employment.

65.11 The employment of a probationary staff member who does not meet the goals and objectives of the position may be terminated by the giving of notice, or payment in lieu, during or upon completion of the probationary period. The period of notice required for termination will be one-sixth of the staff member’s initial probationary period up to a maximum of six months. Notwithstanding this required notice period, the period of notice cannot extend beyond the expiry of the period of probation. The employment will end at the expiry of the period of probation. The balance of any required notice period as at the expiry of the period of probation will be provided as a payment in lieu of notice.

Notwithstanding any other provision of this clause, the University may terminate without notice the employment of a probationary staff member who has engaged in conduct of a kind envisaged in clause 58.6(d) such that it would be unreasonable to require the University to continue employment during a period of notice. Whilst the University is investigating any allegations of serious misconduct, the University may suspend the staff member with or without pay. Notwithstanding clause 58.1 of this Agreement, clauses 60.4 and 60.5 will also apply to probationary academic staff who have been suspended without pay under this clause.

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

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

66. ACADEMIC WORKLOADS

66.1 The University is committed wherever reasonably possible to:

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

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

66.2 The management and regulation of academic workloads (other than for sessional Teaching Associate staff) will be based on the processes set out below. All academic workload models applying in the University will be compliant with these provisions and fully implemented within three months of the Operative Date of this Agreement.
Academic Work

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

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

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

Research Performance Standards

66.6 To provide clarity to academic staff performing their research role, the University has and will determine faculty or discipline-specific quantitative research performance standards (research metrics). It is recognised that these may be adjusted from time to time.

66.7 The University will consult with affected staff and the NTEU prior to making any significant or substantial changes to the faculty or discipline-specific quantitative research performance standards that affect staff.

66.8 Where significant or substantial changes that affect staff are made to the faculty or discipline-specific quantitative research performance standards, they will not be applied retrospectively to staff and staff will be given an appropriate opportunity to meet the changed performance standards.

Workload Allocation

66.9 Allocation of workloads will continue to be dealt with through the workload models of the Faculties and/or their academic units, including the collegial consultative processes by which these Models have been developed and under which they operate and consistent with clause 66.10, 66.11 and 66.12.

66.10 The University recognises 1645 hours per annum as the maximum annual allocated hours. A staff member’s annual allocation of workload and any allocated duties under clause 66.12 will be subject to discussion between the staff member and their supervisor prior to finalisation.

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

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

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

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

66.11 “Teaching” may include:

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

“Other activities” may include:
• committee participation;
• organising and/or attending meetings, forums, seminars etc.;
• consultancy;
• leadership;
• industry engagement;
• management and administration; and
• internal and external professional work.

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

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

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

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

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

Academic Workload Models

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

66.15 The Workload Model will take into account those activities specified in clause 66.11 as well as including, where relevant, the following factors:

- Modes of delivery;
- The level of units in which the academic staff member teaches;
- The number of units in which the academic staff member teaches;
- The level and experience of the academic staff member;
- The number of students taught by the academic staff member and the student profile;
• Methods of assessment and marking;
• The spread of teaching across day and evening programs and across the year, including summer teaching;
• Staff development and professional learning requirements, including higher degree study, MEA (Monash Education Academy) modules or equivalent, and the Graduate Certificate in Health Professional Education (GCHPE);
• Intercampus teaching and travel;
• Off-shore teaching and travel; and
• Quantitative research performance standards.

Fractional Academic Staff

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

Unreasonable Workloads

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

66.18 Concerns arising from the allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, by consultation and discussion with the academic staff member’s supervisor. Where it is not possible to reach agreement by this means the academic staff member may appeal to a Board of Review. The Board of Review will consist of no more than three persons and will normally be chaired by the Dean of the Faculty (or their nominee) and will include two other staff members appointed by the Dean, provided that one will be at the standing of Senior Lecturer or below. Where the appeal is against the decision of the Dean, the Board of Review will be appointed and chaired by the Provost or their nominee. The staff member may, at their request, be accompanied by a Representative. Guidelines governing the operation of the Boards of Review will operate with regard to the following matters:
• Timelines for establishment of Boards and hearing and resolution of complaints;
• Protocols for the involvement of Deans, Heads of Departments and the Provost as members of Boards;
• Remedies that may be recommended by Boards where a finding is made that a workload allocation was unreasonable.

66.19 Where a staff member is dissatisfied with the recommendation(s) of a Board of Review, they may have recourse to the Dispute Resolution Procedure at clause 12.
The University shall establish an Academic Workloads Advisory Committee (AWAC). The NTEU may nominate a member of academic staff to be the NTEU representative of the AWAC. The AWAC shall monitor workload trends and the operation of workload models. The AWAC shall meet quarterly and:

(a) may issue reports on workload trends and the operation of workload models; and

(b) may make recommendations about these matters to the University.

67. **SUMMER TEACHING PERIOD**

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

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

(a) Academic fixed-term or continuing teaching and research staff will not normally be required to undertake teaching and associated administrative duties in more than two (2) of the three (3) teaching periods in each 12-month period. It is expected that:

(i) Scholarly Teaching Fellows and Teaching Fellows; and

(ii) academic teaching and research staff who do not meet their Faculty’s minimum research standards and have no Performance Development Plan agreed with their academic supervisor to reach those standards

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

(b) Where an academic staff member is not required to undertake teaching and associated administrative duties in more than two (2) of the three (3) teaching periods in each 12-month period, the semester in which the staff member will not be required to teach will be determined by the Head of Department in which the staff member is employed after consultation with the staff member.

(c) Staff will normally have at least two (2) weeks free of teaching and marking between orthodox semesters and the summer teaching period.

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

67.4 A staff member aggrieved by a decision under clause 67.3 may access the Employment Related Grievance Resolution Procedure at clause 63.

68. **OUTSIDE STUDY PROGRAM (OSP)**

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

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

68.3 Eligibility for recognition of service with the releasing institution will be dependent upon continuity of employment between the releasing institutions and the University.

68.4 If there is not more than two months between the cessation of employment with the releasing institution and commencement with the University, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.

68.5 Recognition of longer breaks in service will be dependent upon the rules and practices of the University.

68.6 Recognition of previous service other than as provided in this clause will continue to be a matter for the University to determine.
This clause is not intended to extend eligibility to apply for OSP/PEP to any staff member who is not, at the
Operative Date, eligible to apply for such leave under the rules of the University, nor is it intended to remove
eligibility to apply for OSP/PEP from any staff member who was eligible under the rules of the University at 25

**69. ONLINE TEACHING AND LEARNING**

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

**70. WORKING OFF-SHORE**

70.1 Working off-shore will be governed by University Policy. The policy will include:

- Right of staff to refuse unreasonable requests to work outside Australia;
- Definition of an “unreasonable request” in relation to work outside Australia;
- Provision of the means for communication with immediate family in Australia in the circumstances that
  a staff member is required to undertake work outside Australia;
- Work-related travel;
- Right to direct staff to return to Australia, where the University forms the view that it is unsafe for the
  staff member to remain offshore; and
- A statement that casual professional and Teaching Associate staff members are not expected to work
  offshore.

70.2 However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the
policy throughout and beyond the nominal life of the Agreement.

**71. PERFORMANCE DEVELOPMENT**

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

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

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

71.2 The objectives of performance development at the University are to be achieved within reasonable timeframes
within the annual cycle and are as follows:

- to determine appropriate training and development opportunities in relation to the position and for
career development purposes;
- to provide feedback to the staff member and supervisor on a regular basis;
- to plan agreed performance goals and staff development/training activities for the next annual cycle;
- to link individual performance and development planning to the goals and priorities of the work
  unit/department and the University more broadly; and
- to ensure that the workload is manageable and consistent with the continued health and safety of the
  staff member.
71.3 All fixed-term and continuing staff will be required to participate in one formal performance review per annum, supported, where possible, by regular informal feedback meetings. Performance discussions will focus on the staff member’s progress towards the goals established for the staff member and their career aspirations and will identify strategies for achieving these goals. Formal performance review discussions will be documented.

71.4 The principal elements to be covered in performance reviews and feedback discussions are:

- review of the role and/or responsibilities of the staff member, including objectives and skills and/or knowledge acquisition set in previous feedback discussions;
- consideration of the workload of the staff member (although staff members may raise workload issues with their supervisors whenever there is a concern or problem);
- acknowledgement of initiatives and achievements of the staff member;
- the development of a plan which includes staff or professional development activities and future performance objectives;
- feedback to the staff member on his or her performance against previously determined objectives and whether or not performance has been satisfactory; and
- feedback and coaching to the staff member on specific areas that would benefit from development.

71.5 Assessment of performance will be consistent with:

- whether the staff member has performed at an appropriate level for the staff member’s appointment;
- the position description relevant to the staff member;
- the existence of non-traditional career paths;
- equity and access policies of the University; and
- enabling or mitigating circumstances.

71.6 Where a staff member’s performance is determined by the supervisor to be unsatisfactory, the supervisor will identify in writing the factors which have not been satisfactorily met. The report will specify the improvement required to achieve the goals and objectives, or satisfactory progress towards them, and the proposed timelines for meeting the requirements for improvement. A copy of the report will be provided to the staff member, the supervisor and the head of unit.

**Incremental Advancement (Academic and Professional Staff)**

71.7 A staff member’s entitlement to incremental progression will be based on the staff member’s performance being assessed as satisfactory. Assessment of performance will be consistent with the annual performance review and clause 71.5 above.

71.8 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the staff member has consistently exceeded the required performance level.

71.9 Where the staff member’s performance is not satisfactory and a supervisor proposes to withhold an increment from a staff member entitled to incremental progression, the supervisor will:

(a) advise the staff member of the reasons for the proposed withholding of the increment; and
(b) give the staff member an opportunity to respond to the reasons provided; and
(c) allow sufficient opportunity (usually at least three (3) months) for the staff member to improve performance to the standard required to progress to the next incremental step.

71.10 Where an increment is withheld the staff member may dispute the decision in accordance with the Employment Related Grievance Resolution Procedure starting the procedure at clause 63.5.

**Supervisors (Academic and Professional Staff)**

71.11 The nominated supervisor of a staff member will be the relevant immediate line manager unless the University nominates an alternative supervisor.

71.12 Prior to undertaking supervisory responsibilities under the performance development process, each supervisor will complete training in the process and methods of giving feedback.
Academic Supervision

71.13 Wherever possible, the academic line manager will be competent in the staff member’s field of expertise.

71.14 Notwithstanding clause 71.11 above, the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics, provided such other academic staff member occupies a more senior position to the staff member being supervised.

71.15 Any academic staff member may request an alternative supervisor. Any request by a staff member for an alternative supervisor will be given due consideration by the Vice-Chancellor.

72. PROFESSIONAL STAFF WORKLOADS

72.1 The University does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the University’s supervisors to ensure that unreasonable expectations are not put on staff members which results in working excessive hours and it is the responsibility of staff members to ensure they are not working excessive hours.

72.2 The University will take reasonable positive steps to ensure that professional staff members do not work excessive or unreasonable hours, and are not working in excess of any hours of work prescribed by this Agreement, except where formal arrangements have been entered into according to the terms of this Agreement. Reasonable and positive steps will usually and if practicable include:

(a) Inclusion of managing workloads in accordance with this Agreement in the induction for new staff, supervisory training, and performance management training. In particular, staff induction and supervisory training will refer to:

(i) the meal break entitlements of professional staff at clause 78 of this Agreement;

(ii) the ordinary hours of duty of professional staff provided for at clause 76 of this Agreement;

(iii) the overtime and time off in lieu (TOIL) provisions of clause 79 of this Agreement, including the “no unreasonable overtime” provisions of clause 79.13 of this Agreement; and

(iv) the individual workload review provisions of clause 72.3 of this Agreement.

(b) Maintenance on a website of Frequently Asked Questions (FAQs) regarding professional staff workloads. The FAQs should provide an easy to understand guide to clause 72 – Professional Staff Workloads, clause 76 – Hours of Duty, clause 77 – Span of Hours, clause 78 – Meal Breaks, and clause 79 – Overtime and Time Off in Lieu.

(c) Maintenance of an effective system for supervisors to record overtime and time off in lieu agreed between the supervisor and the staff member, including the number of hours of overtime worked, the number of hours of TOIL accrued, and the date on which the overtime was worked.

(d) Confirmation between supervisor and staff member prior to any overtime being worked whether there is agreement to time off in lieu of overtime payment where the staff member is in receipt of a salary not exceeding that prescribed for the top of the scale for a Higher Education Worker (HEW) level 7.

Individual Workload Review

72.3 If a staff member is concerned with their workload, the staff member may request a workload review by discussing it with their supervisor. If the issue is not satisfactorily resolved through this process, the staff member may use the Employment Related Grievance Resolution Procedure to attempt to resolve the issue starting the procedure at clause 63.5.

The University will take particular care of the health and wellbeing of staff with public-facing duties.

Workload Review Committee

72.4 As part of the University’s commitment to workload management a Professional Staff Workload Review Committee will be established.

72.5 The Professional Staff Workload Review Committee will comprise two nominees of the University and two professional staff nominees of the President of the Monash University NTEU Branch.
The Professional Staff Workload Review Committee may, when requested by the Chief Human Resources Officer, review identified professional staff workload problems at the work unit or occupational category level and report to the Chief Human Resources Officer on the Committee’s findings. The Committee will be able to make recommendations when all members of the Committee agree.

Any recommendations of the Professional Staff Workload Review Committee will be forwarded to the Chief Human Resources Officer for consideration and where appropriate implementation (subject to any required approval processes). Approved recommendations should be implemented within a reasonable timeframe. Where an approved recommendation has not been implemented within six months of the recommendation being made the University officer responsible for the implementation will advise the Committee of the expected timeframe for that implementation and will report to the Committee at the end of that timeframe if implementation has still not occurred.

The Workload Review Committee will meet at least annually, or at the request of either the University or two or more members of the Committee.

73. PROFESSIONAL STAFF POSITION CLASSIFICATIONS

The following general principles apply to how professional staff positions are classified:

(a) Positions will be classified at the level which most accurately reflects the work required to be performed, taking into account the duties and responsibilities of the position;

(b) The funding source and budgetary considerations will not be taken into account when classifying a position, including those staff employed in grant-funded and professional staff research positions;

(c) The classification will be of the position not the occupant;

(d) Classification decisions will be based on an assessment of the documentation of positions against the Classification Descriptors in Schedule 5; and

(e) Particular regard will be had to pay equity principles and the classification descriptors will be applied consistently across positions.

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

Position Description

Each fixed-term or continuing position should have a position description. The position description will always be considered when determining the appropriate classification of a position.

Where a casual position has been held on a regular basis for more than 12 months, it should have a written position description.

Every position description should be reviewed under the performance development process.

Applying for Reclassification

Where a staff member or their supervisor considers that the classification of the staff member’s position is incorrect, the staff member or supervisor will provide to a representative of Monash HR an updated position description and a reclassification application in the preferred University format, signed by the staff member, approved by the supervisor and Head of Administrative Unit. The updated position description and reclassification application will then be referred for consideration and determination under clause 73.7.

Where the content of a position description, or a proposal that forms the basis of a reclassification application, is in dispute, the position description may be referred to a Position Description Review Committee made up of one Monash HR representative and one NTEU representative along with the supervisor and staff member. The Committee will attempt to reach agreement on the position description. Should the Position Description Review Committee fail to reach agreement on the position description, the staff member may request that the matter be referred to the Dispute Resolution Procedure at clause 12. When there is agreement on the position description either by the Position Description Review Committee or under the Dispute Resolution Procedure at clause 12, the reclassification application and the agreed position description will be referred for consideration and determination under clause 73.7. Where the position description is subsequently reclassified under clause 73.7, the date of effect of the reclassification will be no later than two months from the time discussions between the supervisor and staff member began.
A Monash HR representative trained in the use of the classification descriptors will consider and determine the application within 14 days of receiving the application or, where clause 73.6 applies, within 14 days of receipt of the agreed position description. Where the application is not approved, the staff member and their supervisor will be given written reasons for the decision.

**Disputed Classifications**

Where a staff member is aggrieved by a review of classification decision made under clause 73.7, the staff member may apply for a review of the decision by the Classification Review Committee. The application must be made in writing within five days of notification of the decision under clause 73.7. An application to review a decision under clause 73.7 will attach the position description that was considered and the review request in the preferred University format.

The members of the Classification Review Committee will be:

(a) Two management nominees; and

(b) Two nominees of the President of Monash University NTEU Branch.

All members will be trained in the use of the professional staff position classification descriptors.

In reviewing a decision under clause 73.7, the Classification Review Committee will take into account relativities with other comparable positions across the University when considering the review application and will act in accordance with the following:

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

**JOB REDESIGN**

It is important that positions are capable of being designed to maximise efficiency and productivity in the workplace. Job redesign can occur due to organisational change or requirements or through change in the nature of the duties required to be performed and may not necessarily result in a reclassification beyond the level of the position being redesigned.

The staff member who occupies the position to be redesigned will be consulted prior to any change being made, and any changes will normally be made by mutual agreement between the University and the staff member. However, management prerogative will be maintained on allocation of duties and responsibilities. If the staff member chooses, the staff member will have the right to have a Representative of his/her choice present during all discussions.

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

**ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

The University has a Monash Aboriginal and Torres Strait Islander Framework 2019-2030, which recognises that a supportive working environment for Aboriginal and Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

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

(a) Consult with the NTEU when developing its 3-year Aboriginal and Torres Strait Islander Employment Action Plan for the period 2019-2021.
(b) Maximise Aboriginal and Torres Strait Islander staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self-sufficiency.

(c) Increase, encourage and foster Aboriginal and Torres Strait Islander employment and participation at all levels of work activity.

(d) Maintain the Aboriginal and Torres Strait Islander staff mentoring program and will make adjustments to the ordinary duties of Aboriginal and Torres Strait Islander staff to facilitate their full participation in it.

(e) Facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander staff in determining their own career strategies, goals and objectives by each Aboriginal and Torres Strait Islander staff member developing a performance development plan in consultation with their supervisor and, if requested, with the participation of an appropriate Aboriginal and Torres Strait Islander member of staff nominated by the Pro Vice-Chancellor (Indigenous).

(f) Use its best endeavours to achieve the employment targets set out at clause 75.1 below across the full range of employment types and assist Aboriginal and Torres Strait Islander staff in their training and career development in order to promote retention.

(g) Assign responsibility to the University’s Pro Vice-Chancellor (Indigenous) to oversee support for the fulfilment of these targets, and for Aboriginal and Torres Strait Islander matters generally.

(h) Maintain the position of Pro Vice-Chancellor (Indigenous) within the University.

(i) Promote and encourage participation in relevant cultural events within the Monash community and the provision of appropriate cultural training for all staff working with Aboriginal and Torres Strait Islander peoples.

75.1 Employment Targets

The University will use its best endeavours to increase its Aboriginal and Torres Strait Islander staff employment from the reported 2018 figure of 47 FTE to the achieve the Aboriginal and Torres Strait Islander staff employment targets below.

<table>
<thead>
<tr>
<th></th>
<th>31 March 2020</th>
<th>31 March 2021</th>
<th>31 March 2022</th>
<th>31 March 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTE Aboriginal and Torres Strait Islander Staff</td>
<td>60</td>
<td>66</td>
<td>72</td>
<td>90</td>
</tr>
</tbody>
</table>

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

75.2 Indigenous Employment Working Party

In order to implement the terms of this clause, a reconstituted Indigenous Employment Working Party will be established. The Pro Vice-Chancellor (Indigenous) or nominee will serve as Chair of the Working Party and other members of the Working Party will include:

(a) the Director, Indigenous Engagement and Strategy or alternate;

(b) the Senior Program Advisor, Indigenous Engagement and Strategy or alternate;

(c) the Chief Human Resources Officer or alternate;

(d) two Aboriginal and Torres Strait Islander staff members (one academic staff member and one professional staff member) employed by the University and nominated by the Aboriginal and Torres Strait Islander members of the NTEU Monash Branch;

(e) the President of the NTEU Monash Branch (or their nominee); and

(f) other members by the discretion of the Pro Vice-Chancellor (Indigenous) with endorsement from the Indigenous Advisory Council.
The functions of the Working Party will include:

(a) Consulting on policy that culturally supports and upholds the employment conditions of Aboriginal and Torres Strait Islander staff in relation to workload regulation, study leave, and promotion. These specific policy provisions will recognise the importance of Indigenous knowledge, learning, and community links. They will be based on policy provisions applying generally to academic or professional staff of the University but will vary, where necessary, working hours/workloads, promotion application criteria, and reporting requirements.

(b) Quarterly and annual reports of the University’s Aboriginal and Torres Strait Islander employment data, including higher education staff data as reported to the relevant Commonwealth agencies and Aboriginal and Torres Strait Islander employment performance indicators as established in the Monash Aboriginal and Torres Strait Islander Framework 2019-2030, including:

(i) access to ceremonial leave for the participation of Aboriginal and Torres Strait Islander staff in cultural and ceremonial activities;

(ii) professional and career development opportunities for Aboriginal and Torres Strait Islander staff;

(iii) the classifications of positions and modes of employment (ie. casual, fixed-term or continuing) occupied by Aboriginal and Torres Strait Islander staff as compared with non-Indigenous staff in terms of numbers and FTEs; and

(iv) retention and promotion of Aboriginal and Torres Strait Islander staff.

(c) Consideration of any other matters referred for the attention of the Working Party by the Indigenous Advisory Council or the Pro Vice-Chancellor (Indigenous).
76. HOURS OF DUTY

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

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

- 36.75 hours within a work cycle not exceeding 7 consecutive days;
- 73.5 hours within a work cycle not exceeding 14 consecutive days;
- 110.25 hours within a work cycle not exceeding 21 consecutive days;
- 147 hours within a work cycle not exceeding 28 consecutive days.

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

(a) on any or all of the days of the week, Monday to Friday; and
(b) continuously, except for meal breaks, between:

(i) 8:00am and 6:00pm for staff who were employed by the University immediately prior to 7 October 2014 and who have continued to be employed by the University; and

(ii) 8:00am and 8:00pm for staff who commenced to be employed by the University on or after 7 October 2014.

76.4 The ordinary hours of duty for professional staff members working shift arrangements will be worked continuously each shift except for meal breaks and will not exceed 10 hours inclusive of meal breaks in any single shift, and will be worked in accordance with clause 80.

Flexible Working Hours Arrangements

76.5 A staff member and the University may agree on a flexible working hours arrangement for the staff member subject to all the other provisions of the Agreement.

76.6 A flexible working hours arrangement will typically operate for no less than four weeks and no more than 12 months and the period will be reflected in the flexible working hours arrangement. This does not preclude further flexible working hours arrangements being agreed.

76.7 This clause is separate to and does not limit the operation of clause 37.

77. SPAN OF HOURS

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

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

78. MEAL BREAKS

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

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

78.3 Time taken as meal breaks will not be paid for and will not be counted as time worked.
79. **OVERTIME AND TIME OFF IN LIEU**

79.1 Subject to this clause, all authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 76 will be overtime and will be paid for at overtime rates in accordance with this clause.

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

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

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

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

79.6 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.

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

79.8 Payment for overtime calculated for any period in accordance with the provisions of this clause will not be subject to any limitation in amount within a work cycle as defined at clause 76.

79.9 Subject to clauses 79.10 and 79.11 below, the rates in Table I will apply in respect of overtime worked by professional staff:

<table>
<thead>
<tr>
<th>Table I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Time worked</strong></td>
</tr>
<tr>
<td>Staff members other than shift staff members</td>
</tr>
<tr>
<td>Staff members other than shift staff members</td>
</tr>
<tr>
<td>All staff members</td>
</tr>
<tr>
<td>Shift staff members</td>
</tr>
</tbody>
</table>

79.10 A staff member in receipt of a salary in excess of that prescribed for the top of the scale for Higher Education Worker (HEW) level 7 will not be eligible to receive payment for overtime but will be allowed time off equivalent to the period of overtime worked.

79.11 A staff member in receipt of a salary not exceeding that prescribed for the top of the scale for a Higher Education Worker (HEW) level 7 may, by mutual agreement between the staff member and the University reached prior to overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as is prescribed in clause 79.9 above for payment for overtime worked.

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

(a) Overtime, including the anticipated date for taking the TOIL, must be approved in advance and the approval must be recorded in writing to prevent any dispute as to the authorisation of either the overtime or the date at which the TOIL is to be taken.

(b) It is not reasonable to limit use of accrued TOIL or to accrue an excessive amount of TOIL such that the staff member is unable to utilise the time off in an acceptable timeframe in accordance with these provisions.
(c) The date of taking the accrued TOIL will be within six months of accrual and by mutual agreement between the staff member and manager. If the staff member and the manager are unable to agree upon the time of taking of the TOIL, the staff member may refer the matter to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member’s supervisor, the staff member may refer the matter to the Chief Human Resources Officer. Where the Chief Human Resources Officer is the staff member’s supervisor, the staff member may then refer the matter to the Chief Operating Officer. It is expected that such referrals would be determined within four working weeks of the staff member’s request.

(d) TOIL that has not been taken, in accordance with paragraph (a) above within a six-month period from the accrual will be forfeited, unless the staff member has requested the decision relating to the time of taking the accrued TOIL be referred to the Divisional Director/Dean, the Chief Human Resources Officer, or the Chief Operating Officer, as applicable. In such instances the six-month period will run from the date of the decision of the Divisional Director/Dean, the Chief Human Resources Officer, or the Chief Operating Officer, as applicable.

(e) Under exceptional circumstances and notwithstanding paragraph (d) above, the Chief Human Resources Officer (or the Chief Operating Officer where the Chief Human Resources Officer is the staff member’s supervisor) may at the request of the staff member determine alternative arrangements for taking TOIL provided that the staff member’s request is received within 12 months of the TOIL accrual. The determination of the Chief Human Resources Officer may include alternative arrangements which allow TOIL to be taken within a period up to 12 months from the date of accrual provided that:

(i) the staff member has already exhausted the options available under paragraph (c) above; and

(ii) the staff member demonstrates that their TOIL cannot be taken within six months of accrual (or, where applicable, within six months of the decision of the Divisional Director, Dean, the Chief Human Resources Officer, or the Chief Operating Officer) due to circumstances outside the control of the staff member.

No Unreasonable Overtime

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

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

80. SHIFT WORK

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

80.2 For the purposes of this clause:

- "day shift" means any shift starting at or after 6am and finishing at or before 6pm;
- "afternoon shift" means any shift finishing after 6pm and at or before midnight;
- "night shift" means any shift finishing after midnight and at or before 8am;
- "ordinary rate of pay" includes higher duties allowance (and any other allowance in the nature of salary) where the staff member is entitled to payment of such allowance whilst working his/her shift;
- "ordinary shift" means any shift on which a shift worker is rostered for duty within the ordinary working hours of the staff member and according to the relevant roster cycle;
- "relevant roster cycle" means a sequence of shifts in a roster to be normally worked by a staff member in the ordinary working hours of the staff member and arranged so as to form a recurring cycle of five days on shift and two days off per week;
• "rostered shift" has the same meaning as "shift";
• "shift" means a continuous period of work during which a shift worker is rostered for duty;
• “shift worker” means a professional staff member who works shift arrangements according to a written shift roster under which they are regularly rostered to work one or more day shifts, afternoon shifts or night shifts which extend beyond the span of hours specified in clause 76.3 that would otherwise apply to the staff member if they were not a shift worker.
• "week" means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.

80.3 Except as provided in clause 80.4 below, a staff member engaged on an afternoon or night shift will for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate of pay plus an additional 15% of their ordinary rate of pay.

80.4 A staff member required to work an ordinary shift on a Saturday, a Sunday or a holiday shall be paid ordinary rate of pay plus:
• on a Saturday an additional 50% of their ordinary rate of pay
• on a Sunday an additional 100% of their ordinary rate of pay
• on a holiday an additional 150% of their ordinary rate of pay

80.5 A shift worker whose day(s) off in their roster cycle falls on a holiday observed by the University shall be granted one day’s leave in lieu of each such holiday.

80.6 A staff member who without 72 hours’ notice is:
• transferred from day work to shift work;
• transferred from one shift roster to another shift roster;
• transferred to an unrostered shift; or
• transferred to another shift within the roster,
will be paid an additional allowance of 50% of the ordinary rate of pay of the staff member, for any day, afternoon or night shift to which the staff member is so transferred and which occurs before the expiry of 72 hours’ notice of the transfer provided that the allowance will be payable only to a staff member in receipt of an allowance under clause 80.3 above. In such case the allowance provided under this clause 80.6 will be payable in lieu of the allowance provided under clause 80.3 above.

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

80.8 A staff member whose ordinary hours of duty are performed over seven days a week including Sundays and holidays shall be entitled to additional annual leave as prescribed by clause 40.2.
PART L - MISCELLANEOUS PROVISIONS

81. TRAVELLING, MEAL, VEHICLE AND RELATED EXPENDITURE

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

(a) A staff member who at the direction of the University is absent overnight on University business will be reimbursed the costs of meals, accommodation and incidental expenditure up to or below the amounts published in the Australian Taxation Office (ATO) guidelines as at 1 July each year.

(b) Meal costs up to or below the amounts published in the ATO guidelines as at 1 July each year will be reimbursed where a staff member commences travelling earlier or is absent later than the respective time or times in Table J:

<table>
<thead>
<tr>
<th>Table J</th>
<th>Time of leaving</th>
<th>Time of returning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>7:00am</td>
<td>7:00am</td>
</tr>
<tr>
<td>Lunch</td>
<td>1:00pm</td>
<td>1:00pm</td>
</tr>
<tr>
<td>Dinner</td>
<td>7:00pm</td>
<td>7:00pm</td>
</tr>
</tbody>
</table>

(c) Reimbursement for incidental expenditure up to or below the amount published in the ATO guidelines as at 1 July each year will be payable for each 24-hour period or part thereof during which a staff member is absent on University business overnight.

(d) A staff member absent from the University, where the absence does not extend overnight, may claim payment for meals if expense has been incurred in the purchase of a meal or meals during the period of absence, as follows:

(i) If absent for breakfast only, expenses for that meal may be claimed. To be considered as having been absent for breakfast, a staff member must have departed from their home not later than 6:30am.

(ii) If absent for lunch only, a staff member is not entitled to claim for that meal. To be considered as having been absent for lunch the staff member must have been absent from the University during the usual lunch period.

(iii) If absent for dinner only, a staff member may claim expenses for that meal. To be considered as having been absent for dinner the staff member must have returned to the University not earlier than 7:00pm or to their home not earlier than 7:30pm.

(iv) If absent for two meals the staff member may claim expenses for one meal. To be considered as having been absent for two meals the staff member must have been absent for any two meals as provided in (i) to (iii) inclusive.

(v) If absent for at least 13 hours, and such absence covers three meals as shown in (i) to (iii) inclusive, the staff member may claim expenses for three meals.

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

(e) Unless the University otherwise determines, reimbursement will only be payable in relation to duties undertaken by a staff member outside an area of 24 kilometres radius of the University.

(f) A staff member required by the University to travel by train will be reimbursed by the University any reasonable amount paid by the staff member for a sleeping berth on the train.

(g) If the University is satisfied that the rates set out in clause 81.10 of the Agreement are inadequate having regard to the nature of the travel or the additional expenses have been necessarily and reasonably incurred by a staff member in the course of the duties of the staff member, the University may approve of payment to the staff member of the additional expenses so incurred.
Other than:

• in exceptional circumstances; or

• where the staff member has obtained an approved cash advance under clause 81.5 of this Agreement and has yet to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred; or

• where the staff member is subject to the recovery of overpayment provisions of clause 26.4 of this Agreement pursuant to clause 81.6,

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

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

• claims made more than six months after the date the expenses were incurred, unless evidence of exceptional circumstances is provided to the Director, Purchasing to Payment Services;

• claims for purchases of goods and/or services from University staff or the claimant’s company or family members;

• claims for fines incurred; or

• claims for University parking permits.

Travelling and Related Expenditure (Intrastate, Interstate and Overseas)

81.2 Staff members who travel on University business may be issued with a corporate credit card, to which any reasonable expenses incurred whilst travelling on approved University business may be charged.

81.3 The staff member, prior to travelling and incurring the expense, will advise and seek approval from their supervisor or Head of Administrative Unit as to travelling arrangements and where they intend to stay. Such accommodation will be of a reasonable standard. If there is any dispute regarding the travel arrangements, attempts will be made to resolve the issue between the relevant staff member (who may choose to be assisted by a Representative) and management of the particular Administrative Unit.

81.4 Where possible, all reasonable University business related expenses will be incurred on the corporate credit card in accordance with University Policy.

81.5 Where corporate credit card facilities are not available, the staff member will obtain a receipt or other satisfactory evidence of reasonable personal expenses incurred whilst travelling on approved University business and this amount, if approved, will be reimbursed. Alternatively a cash advance may be approved in advance by the supervisor or Head of Administrative Unit but only in cases of field trips, travel to remote locations or hardship as determined by the University.

81.6 If a cash advance is approved in accordance with clause 81.5, upon return from travel the staff member is required to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred. If the value of the actual University business related expenses incurred is less than the value of the cash advance, the staff member is required to return the balance of the cash advance to the University within seven days of return from travel. Should the staff member:

(a) fail to return the balance of the cash advance to the University within seven days of return from travel; or

(b) be found by the University to have used the cash advance toward expenses that are deemed not to be reasonable University business related expenses,

then the procedure at clause 26.4 of this Agreement regarding recovery of overpayments shall apply.

Reimbursement of Fares

81.7 Unless otherwise authorised, a staff member required by the University to travel on University business will travel by public transport or University supplied vehicle.

81.8 If costs are incurred by a staff member in travelling, including authorised use of a taxi, the staff member will, upon production to the University of receipts for such travel, be reimbursed by the University for the cost thereof.
Where the University authorises the use by the staff member of a taxi, or a hire car through the University’s preferred hire car supplier and the initial cost thereof is borne by the staff member, reimbursement of such cost will be made to the staff member by the University upon production to the University of receipts for such cost. The rental cost of the vehicle should, where possible, be paid through the corporate credit card.

**Vehicle Allowance**

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

### 82. CHANGES TO ROSTERS OR HOURS OF WORK

#### 82.1 Where the University proposes to change a staff member’s roster or ordinary hours of work, the University must consult with the staff member or staff members affected and their representative/s, if any, about the proposed change.

#### 82.2 The University must:

(a) provide to the staff member or staff members affected and their representative/s, if any, information about the proposed change (for example, information about the nature of the change to the staff member’s regular roster or ordinary hours of work and when that change is proposed to commence);

(b) invite the staff member or staff members affected and their representative/s, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

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

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

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

### ALLOCATIONS APPLICABLE TO PROFESSIONAL STAFF ONLY

#### 83. HIGHER DUTIES ALLOWANCE

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

**Qualification for allowance**

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

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

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

#### 83.5 If the professional staff member is not performing the full range of the duties of the higher level position, they shall be paid a pro rata amount of the difference between the staff member’s substantive salary and the minimum salary point of the higher level position.
A professional staff member shall be eligible to receive an increment at the higher level position if they have served for a continuous period of 12 months at the higher level, or a total period of 12 months over a 24-month period.

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

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

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

**84. OVERTIME MEAL ALLOWANCE**

(a) beyond the ordinary hours of work any day Monday-Friday for more than two hours; or

(b) for more than five hours on a Saturday or a Sunday,

a professional staff member will be entitled to an unpaid meal break of 30 minutes and to be paid an overtime meal allowance.

If the overtime continues for a further five hours after the meal break, a further unpaid meal break of 30 minutes will be taken and another overtime meal allowance will be paid, provided that the professional staff member is required to resume working overtime after that subsequent meal break.

Provided that a meal allowance is not payable:

(a) where a meal is provided at no cost to a professional staff member by the University;

(b) a professional staff member is authorised to use their University Corporate Credit Card to purchase a meal; or

(c) a professional staff member is reimbursed by the University for the costs of a meal.

The quantum of the allowance will be $20.30 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Foods Sub-group CPI index figure (as published by the Australian Bureau of Statistics for the Eight Capitals CPI (Cat No. 6401.0)) at the commencement of the first full pay period on or after 31 March and at the commencement of the first full pay period on or after 31 October each year during the nominal period of operation of this Agreement.

**85. MOTORCYCLE AND BICYCLE ALLOWANCE**

Where a professional staff member is authorised by the University to use the staff member’s privately owned or hired motorcycle for official purposes (including authorised travel between campuses), the staff member will be reimbursed the actual expenses they incur for petrol and oil.

Where a professional staff member is authorised by the University to use the staff member’s privately owned or hired bicycle for official purposes (including authorised travel between campuses), the staff member will be paid a bicycle allowance per day or part thereof in which the bicycle is used. The allowance payable will be 0.15% of the weekly rate derived from the HEW level 3, step 7 annual salary.

**86. SLEEP OVER ALLOWANCE**

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

87. CAMPING ALLOWANCE

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

88. CLINICAL LOADINGS

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

- The clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care will be $24,881 per annum.

- The para-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school will be $16,607 per annum.

- The pre-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school will be $12,456 per annum.

- Whether a member of staff is entitled to a full clinical loading rather than to a loading of $16,607 or $12,456 per annum will be determined by the University in the light of the nature and extent of the staff member’s patient-care responsibilities.

- The dentally-qualified clinical loading for a dentally qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students will be $12,456 per annum.

88.2 Application

- All clinical loadings will be superannuable and will be paid to members of staff entitled thereto during periods of study leave, annual leave and long service leave.

- The loadings as provided above will be adjusted in line with salary increases specified in clause 25.
PART M – NATIONAL JOBS PROTECTION FRAMEWORK

89. NATIONAL JOBS PROTECTION FRAMEWORK

89.1 This Agreement includes a new Schedule 6 – The COVID-19 Schedule as part of implementing the National Jobs Protection Framework.
### SCHEDULE 1 – ANNUAL SALARY RATES

#### 1. PROFESSIONAL STAFF ANNUAL SALARY RATES

<table>
<thead>
<tr>
<th>HEW Level</th>
<th>HEW 1</th>
<th>HEW 2</th>
<th>HEW 3</th>
<th>HEW 4</th>
<th>HEW 5</th>
<th>HEW 6</th>
<th>HEW 7</th>
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**NOTE:** FFPPOA means “first full pay period to commence on or after”
## 2. ACADEMIC STAFF ANNUAL SALARY RATES

<table>
<thead>
<tr>
<th>Academic Level</th>
<th>Salary Step</th>
<th>2% as from 8/12/18</th>
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<th>2% as from FFPOA 8/12/20</th>
<th>2% as from FFPOA 8/12/21</th>
<th>1% as from FFPOA 30/6/22</th>
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<td>$192,149</td>
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<td>$197,952</td>
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</table>

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

**NOTE:** FFPOA means "first full pay period to commence on or after"
### SCHEDULE 2 – TEACHING ASSOCIATE SESSIONAL RATES AND CASUAL ACADEMIC RESEARCH ASSISTANT RATES

Descriptors for the below activities are contained in Schedule 3

<table>
<thead>
<tr>
<th>Part-time non-fractional rates: $/hour</th>
<th>2% as from 8/12/18</th>
<th>2% as from FFPOA 8/12/19</th>
<th>2% as from FFPOA 8/12/20</th>
<th>2% as from FFPOA 8/12/21</th>
<th>1% as from FFPOA 30/6/22</th>
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</thead>
<tbody>
<tr>
<td>Lecture</td>
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<td>$138.57</td>
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<td>Tutoring</td>
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<tr>
<td>Normal without doctoral qualifications or full subject co-ordination duties</td>
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<td>$141.10</td>
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<tr>
<td>Repeat without doctoral qualifications or full subject co-ordination duties</td>
<td>$92.22</td>
<td>$94.07</td>
<td>$95.95</td>
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<td>$98.85</td>
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<td>Normal with doctoral qualifications or full subject co-ordination duties</td>
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<td>Music Accompanying with Special Educational Service</td>
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<tr>
<td>Without doctoral qualifications or full subject co-ordination duties</td>
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<td>$94.07</td>
<td>$95.95</td>
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<td>$98.85</td>
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<tr>
<td>With doctoral qualifications or full subject co-ordination duties</td>
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<td>$98.85</td>
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<td>Other Required Academic Activity</td>
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<tr>
<td>Without doctoral qualifications or full subject co-ordination duties</td>
<td>$46.11</td>
<td>$47.03</td>
<td>$47.97</td>
<td>$48.93</td>
<td>$49.42</td>
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<tr>
<td>With doctoral qualifications or full subject co-ordination duties</td>
<td>$55.14</td>
<td>$56.25</td>
<td>$57.37</td>
<td>$58.52</td>
<td>$59.11</td>
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<tr>
<td>Casual Academic Research Assistant rates: $/hour</td>
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<tr>
<td>Research Assistant without relevant doctoral qualification</td>
<td>$46.11</td>
<td>$47.03</td>
<td>$47.97</td>
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<td>$49.42</td>
</tr>
<tr>
<td>Research Assistant with relevant doctoral qualification</td>
<td>$55.14</td>
<td>$56.25</td>
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**NOTE:** FFPOA means “first full pay period to commence on or after”
SCHEDULE 3 – TEACHING ASSOCIATE SESSIONAL RATES DESCRIPTORS

1. TUTORIALS

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

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

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

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

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

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

2. LECTURES

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

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

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

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

3. **MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES**

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

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

Departments intending to pay the rates prescribed for such musical accompanying should first consult with Monash HR.

4. **UNDERGRADUATE CLINICAL NURSE EDUCATION**

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

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

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

5. **MARKING**

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

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

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

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

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

6. **SUPERVISION**

The supervision rates reflect the preparation required for supervision work.
7. OTHER REQUIRED ACADEMIC ACTIVITY

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

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repetiteurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject co-ordination;
- consultation with students (other than as contemporaneous consultation for a tutorial or lecture);
- attendance at departmental and faculty meetings as required; and
- attendance at any of the activities set out in 1-4 above of this Schedule as directed.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
SCHEDULE 4

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

Applications for conversion as referred to in clause 23 of the Agreement will be dealt with in accordance with this Schedule 4.

1. CONVERSION

Eligibility for conversion

1.1 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

(a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or

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

1.2 For the purposes of this clause occasional and short-term work performed by the casual staff member in another classification, job or department will not:

(a) affect the casual staff member’s eligibility for conversion; or

(b) be included in determining whether the casual staff member meets or does not meet the eligibility requirements.

1.3 The University will consider an application for conversion. The University may not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

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

(b) the casual staff member is a genuine retiree;

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

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

(e) the casual staff member does not meet the essential requirements of the position; or

(f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

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

1.5 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with clause 16 of the Agreement. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University’s operational requirements and the desirability of offering the casual staff member work which is as regular and continuous as is reasonably practicable, will be consistent with the staff member’s casual engagement.

1.6 Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment as provided under this Schedule. Conversion of a casual staff member to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual staff members on such a basis, or otherwise by agreement by the University and affected staff members.

1.7 Subject to clause 42.10 of this Agreement, casual staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements.
1.8 A casual staff member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
(a) that rejection is solely based upon the ground set out in 1.3(c) above; and
(b) that ground ceased to apply.

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

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

Application

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

"Seasonal" or "Part-Year" Staff Members

Definitions

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

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

Accrual of Pay

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

Accrual of and Entitlement to Take Leave

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

University Holidays

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

Termination of Employment

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

**Definitions**

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

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

**Accrual of Pay**

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

**Leave Entitlements**

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

**University Holidays**

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

**Overtime**

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

**Additional Hours**

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

**Alteration of Annual Hours**

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

**Termination of Employment**

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

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

(b) If a staff member has performed work for which they have not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.
SCHEDULE 5

SCHEDULE 5 – PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS

1. DEFINITIONS

1.1 Supervision

1.1.1 Close supervision

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

1.1.2 Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

1.1.3 General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

1.1.4 Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

1.2 Qualifications

Within the Australian Qualifications Framework:

1.2.1 Year 12

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

1.2.2 Trade certificate

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

1.2.3 Post-trade certificate

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

1.2.4 Certificates I and II

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

1.2.5 Certificate III

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

1.2.6 Certificate IV

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

1.2.7 Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years’ full-time post-Year 12 study.
1.2.8 Advanced diploma
A course at a higher education or vocational educational and training institution, typically equivalent to three years’ full-time post-Year 12 study.

1.2.9 Degree
A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

1.2.10 Postgraduate degree
A recognised postgraduate degree, over and above a degree as defined above.

1.2.11 Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

1.3 Classification dimensions
1.3.1 Training level
The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

1.3.2 Occupational equivalent
Examples of occupations typically falling within each classification level.

1.3.3 Level of supervision
This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

1.3.4 Task level
The type, complexity and responsibility of tasks typically performed by staff within each classification level.

1.3.5 Organisational knowledge
The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

1.3.6 Judgment, independence and problem solving
(a) Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

(b) This dimension looks at how much of each of these three qualities applies at each classification level.

1.3.7 Typical activities
Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

2. HIGHER EDUCATION WORKER LEVEL 1
2.1 Training level or qualifications
2.1.1 Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement

2.1.2 Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

2.2 Occupational equivalent
Cleaner, labourer, trainee for level 2 duties.
2.3 Level of supervision
Close supervision or, in the case of more experienced staff working alone, routine supervision.

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

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

2.6 Judgment, independence and problem solving
Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

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

3. HIGHER EDUCATION WORKER LEVEL 2

3.1 Training level or qualifications
Level 2 duties typically require a skill level which assumes and requires:
- knowledge, training or experience relevant to the duties to be performed; or
- completion of Year 12 without work experience; or
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

3.2 Occupational equivalent
Administrative assistant, security patrol officer.

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

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

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

3.6 Judgment, independence and problem solving
3.6.1 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
3.6.2 A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

3.7 Typical activities
3.7.1 Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
3.7.2 Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.
4. **HIGHER EDUCATION WORKER LEVEL 3**

4.1 **Training level or qualifications**

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

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

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

4.2 **Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

4.3 **Level of supervision**

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

4.4 **Task level**

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

4.5 **Organisational knowledge**

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

4.6 **Judgment, independence and problem solving**

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

4.7 **Typical activities**

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

4.7.2 In technical assistant positions:

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

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

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

- standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.
5. **HIGHER EDUCATION WORKER LEVEL 4**

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

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

5.2 **Occupational equivalent**
Technical officer or technician, administrative above Level 3, advanced tradespersons.

5.3 **Level of supervision**

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

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

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

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

5.6 **Judgment, independence and problem solving**

5.6.1 In trades positions, extensive diagnostic skills.

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

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

5.7 **Typical activities**

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

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

5.7.3 In library technician positions:
- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.
5.7.4 In administrative positions:

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

6. HIGHER EDUCATION WORKER LEVEL 5

6.1 Training level or qualifications

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

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

6.2 Occupational equivalent

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

6.3 Level of supervision

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

6.4 Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

6.5 Organisational knowledge

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

6.6 Judgment, independence and problem solving

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

6.7.1 In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

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

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

6.7.3 In administrative positions:

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

6.7.4 In professional positions and under professional supervision:

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

7. HIGHER EDUCATION WORKER LEVEL 6

7.1 Training level or qualifications

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

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

7.2 Occupational equivalent

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

7.3 Level of supervision

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

7.4 Task level

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

7.5 Organisational knowledge

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

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

7.7 Typical activities

7.7.1 In technical positions:

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

7.7.2 In administrative positions:

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

7.7.3 In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

8. HIGHER EDUCATION WORKER LEVEL 7

8.1 Training level or qualifications

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

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

8.2 Occupational equivalent

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

8.3 Level of supervision

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

8.4 Task level

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

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

8.6 **Judgment, independence and problem solving**

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

8.7 **Typical activities**

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

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

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

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

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

9. **HIGHER EDUCATION WORKER LEVEL 8**

9.1 **Training level or qualifications**

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

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

9.2 **Occupational equivalent**

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

9.3 **Level of supervision**

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

9.4 **Task level**

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

9.5 **Organisational knowledge**

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

9.6 **Judgment, independence and problem solving**

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

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

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

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

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

10. HIGHER EDUCATION WORKER LEVEL 9

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

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

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

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

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

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

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

10.7 Typical activities

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

10.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

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

10.7.4 Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
11. HIGHER EDUCATION WORKER LEVEL 10

11.1 Training level or qualifications

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

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

11.2 Occupational equivalent

Senior program, research or administrative manager.

11.3 Level of supervision

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

11.4 Task level

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

11.5 Organisational knowledge

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

11.6 Judgment, independence and problem solving

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

11.7 Typical activities

11.7.1 Manage a large functional unit with a diverse or complex set of functions and significant resources.

11.7.2 Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

11.7.3 Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.
PART 1: INTRODUCTION AND OPERATIVE PARTS

1. PURPOSE AND AIM

1.1 The purpose of this Schedule is to give effect to the National Jobs Protection Framework for the University, its academic and professional staff and NTEU to respond to the impact of COVID-19. The Framework recognises that:

1.1.1 on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus;

1.1.2 as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction;

1.1.3 the response to the impact of COVID-19 in some ways will be short-term and others long-term;

1.1.4 the University has suffered a significant financial detriment as a result of the impact of COVID-19;

1.1.5 all staff are integral to the delivery of the University’s goals; and

1.1.6 special provisions are needed for maintaining employment of staff members affected by the impact of COVID-19.

1.2 This Schedule is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU dated on or about 20 June 2020 (but the Memorandum of Understanding is not incorporated into this Schedule).

1.3 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of the impact of COVID-19 on the University.

2. OPERATIVE PARTS

2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.

2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement in writing of the University and NTEU. No such extension can apply beyond 31 December 2021.

2.3 Any such agreed extension(s) or foreshortening(s) shall be notified in writing to staff and to the Fair Work Commission within seven (7) days of that agreement being reached.

2.4 This Schedule does not alter the nominal expiry date of the Agreement.

2.5 The terms of this Schedule prevail over the terms of the remainder of the Agreement, but only to the extent of any inconsistency.

2.6 A staff member who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, shall be deemed to have accepted such a reduction pursuant to the terms of this Schedule and shall have the entitlements attached thereto.

2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
Restorations upon expiry of this Schedule

2.8 Upon the expiry of this Schedule, all rates of pay and fractions will be restored prospectively, and service shall be calculated, as if this Schedule and measures taken under it never had effect. A staff member whose job role or duties has changed as a result of the operation of this Schedule will return to perform the duties or job role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that a staff member would have been entitled to had this Schedule never come into effect.

Application

2.9 In giving effect to this Schedule 6, the cost savings provisions in Schedule 6 apply to all staff members covered by the Agreement and subject to this clause, this includes:

2.9.1 staff members employed on performance-based contracts under clause 15 of the body of the Agreement (or predecessor enterprise agreement); and

2.9.2 staff members to whom any entitlements preserved under clause 32 of the body of the Agreement apply.

2.10 For the period that this Schedule 6 is in operation, the Agreement will apply to Eligible Senior Management Team Staff. Such staff are employed, or will otherwise be taken to be employed, under performance-based contracts under clause 15 of the body of the Agreement.

2.11 In respect of staff members employed on performance-based contracts:

2.11.1 the salary reductions in Part 5 only apply in respect of staff who are members of the University's Senior Management Team earning above the amount stated in the relevant clauses (and excluding members of the Senior Management Team who have agreed to a greater salary reduction);

2.11.2 any future salary increases will continue to be in accordance with the provisions of their performance-based contract and general salary increases under the Agreement continue not to apply to them; and

2.11.3 provisions in respect of redeployment, redundancy, discipline, unsatisfactory performance, research misconduct, performance-management, salary packaging, grievances, overtime/TOIL, and termination of employment, will continue to be in accordance with the provisions of their performance based contract rather than this Agreement.

2.12 A notice/direction under this Schedule will prevail over any provision in a staff member’s employment contract. Where the University gives notice of a measure to a staff member in accordance with clauses in Parts, 4, 5 and/or 6 of this Schedule, the notice will apply to the staff member’s employment and have the effect stated in this Schedule and bind the staff member and the University. The notice and its effect apply notwithstanding any provisions in an employment contract that may otherwise have obliged the University to maintain the staff member’s terms and conditions (including any higher contractual salary entitlements) that applied at the time the notice is given.
PART 2: JOB PROTECTION MEASURES

3. STAND DOWN

3.1 The purpose of this clause is to ensure staff members who might otherwise be stood down without pay as a result of COVID-19 are not stood down. It does not limit stand down under clause 3.2 for causes that are unrelated to COVID-19, where a staff member could have been stood down under the FW Act.

3.2 Where a staff member cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the staff member down (i.e. where a staff member could have been stood down under the FW Act), but only if that cause is not related to or arising from COVID-19.

3.3 The University does not intend to exercise any right to stand down a staff member for any cause related to or arising from COVID-19. If circumstances exist such that a staff member could be stood down under the FW Act because of a reason related to or arising from COVID-19, any such stand down would require prior agreement of NTEU and the relevant staff member.

4. ALLOCATION OF WORK

4.1 This clause governs only:

4.1.1 the allocation of work to retain casual staff members and the allocation of positions to retain fixed-term staff members in employment; and

4.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of staff members;

and does not govern the selection process for a vacant continuing position.

4.2 Where there is no work or insufficient work available for a continuing or fixed-term staff member, the University will seek to identify other work for that staff member to perform. Within this process, available work will be assigned first with a view to preventing compulsory redundancy. This allocation of work for this purpose shall take precedence over the allocations described in clauses 4.3 to 4.6.

4.3 Where there is work required to be performed and that work was usually performed by a casual staff member who had been regularly employed by the University and the staff member had a reasonable expectation that they would continue to be employed by the University, then the casual staff member will continue to be engaged to perform that work. Where such a casual staff member suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the staff member will have first order of preference to resume that work upon it becoming available again.

4.4 Where there is work required to be performed and that work was usually performed by a fixed-term staff member, and the staff member was not subject to any formal disciplinary procedures, the staff member shall be offered a new contract if their contract comes to an end. Where a fixed-term staff member is not offered a further contract as a result of the impact of COVID-19, and the staff member was not subject to any formal disciplinary procedures, the staff member will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.

4.5 For the purposes of this clause, a casual staff member includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.

4.6 Subject to clauses 4.2 to 4.5 nothing in clause 4 prevents the University from making staff allocation and selection decisions.

4.7 Allocation of work under this provision will not of itself change the staff member’s employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

5. REDEPLOYEES

5.1 In the filling of vacancies, redeployees have first preference, and then all other staff members (including casuals) are to be considered according to the University’s existing merit-based selection procedures.
6. NO NEW EXTERNAL APPOINTMENTS

6.1 No external appointment will be made whilst this Schedule is in effect except as follows:

6.1.1 professorial appointments; or

6.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or

6.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce (including where no one in the existing workforce who has those skills or attributes is available or willing to apply for the role). Each such proposed appointment shall be reported to the CTMC; or

6.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or

6.1.5 a person referred to in clause 4.

6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to staff members and employment of staff members by the University, whether or not that employment is covered by this Agreement.
PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. **COVID-19 LEAVE**

7.1 A staff member who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks’ paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.

7.2 A staff member, other than a staff member described in clause 7.1, will be entitled to up to two weeks’ paid leave (without deduction from other leave credits) if:

7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or

7.2.2 where in order to perform caring duties for a person for whom carers’ leave applies is required to isolate on medical advice or the advice of health authorities; and

7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.

7.3 This entitlement shall be subject to the provision of reasonable evidence.

7.4 The entitlements under clauses 7.1 and 7.2 shall also be extended to casual staff members as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as staff members entitled to personal leave.

7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. **FAMILY VIOLENCE PROTECTIONS**

8.1 The parties recognise that the impact of COVID-19 has created particular problems for staff members experiencing family violence.

8.2 Staff members who experience family violence during the operation of this Schedule will be entitled to 5 days’ paid family violence leave, such leave is in addition to the entitlements contained in clause 51 of the body of the Agreement.

9. **STAFF MEMBERS AT HIGHER RISK**

9.1 Recognising the higher risk of COVID-19 faced by various groups of staff members, the University will wherever possible facilitate periods of working from home beyond those mandated for this purpose for:

9.1.1 Aboriginal and Torres Strait Islander staff; and

9.1.2 other staff members in high risk groups (such as defined by the Australian Government Department of Health).

9.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of clause 9.1.2.

10. **STAFF PERFORMANCE EVALUATION**

10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all staff members when undertaking any performance evaluation, or managing performance of any staff member.

11. **PROBATIONARY STAFF MEMBERS**

11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the staff member or the University. Any changes to targets must be agreed to by the staff member.
12. **RECOVERY OF EXPENSES**

12.1 Where the staff member has incurred costs to enable the staff member to perform their job role in response to the impact of COVID-19, the University will reimburse the staff member the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the staff member’s job or would have been incurred by the staff member regardless of their role with the University.

12.2 The staff member should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work-related items. Approval will not be unreasonably refused.

13. **SUPERANNUATION**

13.1 Where any measure in this Schedule would result in a reduction in employer superannuation contributions than would otherwise be paid to the staff member if the Schedule was not in effect, the University will continue to make contributions as if the Schedule had never come into operation.

13.2 Where a staff member’s salary would have increased but does not because of the operation of deferral of a pay rise and/or service-related incremental pay increase within a classification, under clause 21 of this Schedule or deferral of promotion or reclassification under clause 23, the University will pay employer superannuation contributions in respect of those deferred salary amounts, notwithstanding the deferral.

13.3 Subject to the Rules of the superannuation fund, a staff member who is a member of a defined benefit scheme will continue to make contributions in alignment with the contributions made by the University.
PART 4: CHANGES TO CONDITIONS

14. INTRODUCTION

14.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. CHANGE TO DUTIES

15.1 By giving two weeks’ notice, the University may direct staff members to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the staff member’s skill level and competency and it is safe to do so.

15.2 These may be higher-level or lower-level duties, but the staff member’s pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that a staff member shall not at any time be paid at a rate less than that which would apply to that work under the relevant Award.

15.3 The consultation and managing change provisions in this Schedule and in the body of the Agreement (including in clauses 13 and 74) do not apply to these temporary assignments.

15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another staff member in order to make up a shortfall in the load of the latter staff member.

Academic workload

15.5 The existing academic workload clauses in the Agreement continue to apply, subject to the following.

15.6 To the extent that a staff member is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the staff member in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic staff member’s workload for the year.

15.7 A staff member whose fraction is reduced voluntarily in accordance with clause 16 will have a commensurate reduction in workload.

15.8 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the staff member to prepare for the change in workload allocation.

15.9 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.

16. STAFF MEMBER INITIATED CHANGE TO HOURS OF WORK AND LEAVE

16.1 A staff member who is working from home may apply for one or more of the following flexible working arrangements:

16.1.1 a change to their start and finish times to suit their personal and/or family circumstances (any such staff member initiated change will not attract overtime rates or shift penalties);

16.1.2 a reduction in fraction; and/or

16.1.3 purchase of extra leave with a consequent reduction in pay (e.g. under a 48/52 scheme).

16.2 Any request by the staff member for one of the above flexible working arrangements will not be unreasonably refused by the University. The University must provide a written response to an application for a flexible working arrangement under clause 16.1 within five (5) working days, unless otherwise agreed.

16.3 The University and the staff member will agree upon the end date of a flexible working arrangement, which may be beyond the expiry of this Schedule.
17. AGREED FLEXIBILITY FOR COMMENCEMENT/FINISH TIME FOR PROFESSIONAL STAFF

17.1 The purpose of this clause is to assist staff by facilitating staggered commencement and finish times by agreement when working on campus. This will assist to manage capacity and minimise health risks associated with public transport and travelling on roads during peak times.

17.2 To help facilitate the safe return of staff members to working on campus, the University and a professional staff member (who is not a shift worker) may agree that the professional staff member may commence or finish work up to 2 hours before or up to two hours after their span of ordinary hours (but which will not extend beyond 8pm), Monday to Friday. This measure is subject to agreement and any occupational health and safety considerations. If such agreement is reached, the professional staff member will not be entitled to any overtime rates or shift penalties for the time worked prior to 8am or after 6pm under the agreement.

17.3 Any agreement reached under clause 17.2 will be in writing and will include the end date of the arrangement, which may be extended by agreement.

18. IMPACT ON SERVICE

18.1 A break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.
PART 5: TEMPORARY CHANGES TO PAY

19. INTRODUCTION

19.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to defer salary and increment increases under the Agreement for all staff and, only in the case of Eligible Senior Management Team Staff, can direct a temporary reduction in salary.

20. TEMPORARY REDUCTIONS TO SALARY AND ALLOWANCES

20.1 If the University is declared to be in Category A under clause 30 and has not been notified under clause 30.6 that it no longer meets the Category A threshold, the University may implement any of the below to an amount equivalent to a maximum total of 10% of a staff member’s salary in any given pay period:

20.1.1 deferral of the date of effect of pay rises and/or salary point increments (as outlined in clause 21);

20.1.2 temporary reduction in salary for Eligible Senior Management Team Staff, to a maximum of 5% of the salary above $30,000 (as outlined in clause 22).

20.2 For the purpose of this Part, salary means salary and allowances or loadings (howsoever described) other than allowances that constitute a reimbursement of expenditure or are discretionary payments.

20.3 Any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.

20.4 In calculating the reduced salary amounts, the comparator is against the salary of the given pay period the staff member would have received had this Schedule never come into effect.

21. DEFERRAL OF PAY RISES AND INCREMENTAL PROGRESSION

21.1 This clause applies to:

21.1.1 any increase in salary or rate of pay due to a staff member pursuant to a term of the Agreement setting salaries generally for staff members; and

21.1.2 any service-related incremental pay increase within a classification (howsoever called) due to a staff member pursuant to a term of the Agreement.

21.2 If the University is declared to be in Category A, then the University may defer the date of effect of any increases under clause 21.1 above for a period within the duration of this Schedule, until the expiry of this Schedule or the University is no longer in Category A and is notified of that under clause 30.6, whichever comes first.

21.3 This clause does not apply to casual staff members.

22. TEMPORARY SALARY REDUCTIONS

22.1 This clause applies only to Eligible Senior Management Team Staff. Subject to the conditions set out in clause 20, the University may implement a temporary salary reduction in accordance with this clause. Any temporary salary reduction under this clause 22 may only be implemented during the period 1 January 2021 to 30 June 2021.

22.2 The University may implement, by giving two weeks’ notice, if it is declared to be in Category A, a temporary reduction in pay in any given pay period, to a maximum of 5% of a Eligible Senior Management Team Staff member’s salary, for which the first $30,000 (per annum) shall be exempt.

22.3 For the purposes of clause 20.1, the $30,000 exempt amount shall be disregarded. For example, if a 5% salary reduction is imposed in accordance with clause 22.2 it will be regarded as a 5% reduction for the purposes of clause 20.1 notwithstanding the 5% reduction doesn’t apply to the $30,000 exempt amount.

23. PROMOTION AND RECLASSIFICATION DEFERRAL

The date of effect for the increase in salary arising from a promotion or reclassification (at the staff member’s initiative) shall be deferred and shall be the date no earlier than the day after this Schedule ceases to apply or the University is no longer in Category A and is notified of that under clause 30.6, whichever comes first. This clause only applies to promotions and reclassifications arising from applications made after the commencement of this Schedule.
24. **EXTREME HARDSHIP**

24.1 The University must allow for individual exceptional circumstances of extreme hardship.

24.2 Where a staff member would experience extreme hardship in individual exceptional circumstances as a result of the application of clauses 21 or 22 they may make an application to the Chief Human Resources Officer or a nominee.

24.3 The application will specify the circumstances that are individual to the staff member and how they will result in extreme hardship. An application made in accordance with this clause will be considered expeditiously (but no more than seven (7) working days). If the University rejects an application, it must provide written reasons for its decision.
PART 6: DIRECTIONS TO TAKE LEAVE

25. ANNUAL LEAVE

25.1 The University may direct a staff member to take annual leave on two weeks’ notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.

25.2 The staff member is entitled to retain a minimum 10 days balance, unless the Agreement allows for a lower minimum balance to remain.

25.3 The leave must be taken at a time that is agreed, but within two months of the direction.

25.4 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations (e.g. grant applications).

25.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.

25.6 By agreement with the University, a staff member may choose to take an extended period of annual leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

25.7 Clauses 40.3 and 40.5 in the body of the Agreement continue to operate but apply separately to the provisions under this clause 25.
PART 7: CHANGE MANAGEMENT

26. CHANGE MANAGEMENT

26.1 This clause does not apply to the temporary reassignment of duties under clause 15 or stand downs under clause 3 or change management processes commenced in accordance with the Agreement prior to the commencement of this Schedule. Any change management process commenced in accordance with the Agreement prior to the commencement of this Schedule and implementation of the actions and measures identified in that change process will continue to be governed solely by the clauses in the body of the Agreement and not by this Schedule.

26.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected staff members about the change.

26.3 In coming to agreement, the CTMC will take into account:

26.3.1 any urgency created by the impact of COVID-19; and

26.3.2 the scale of the change (including, without limitation, the number and nature of staff members who will be affected by the change, the level to which the affected staff members will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).

26.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 29.17.

26.5 Any consultation process determined under clause 26.2 or 26.4 above must involve the University providing information to the staff members and NTEU about the change, and invite the staff members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the staff members about the impact of the change. An affected staff member must be able to appoint a representative for the purpose of the consultation. For a change to the staff member’s regular roster or ordinary hours of work, the Agreement term will apply.
PART 8: TERMINATION OF EMPLOYMENT

27. TERMINATION PAY

27.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the staff member’s final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken).

28. REDUNDANCY

28.1 During the life of this Schedule there will be no involuntary redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.

28.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 26 must occur.

When a redundancy may occur

28.3 The University may only make staff members involuntarily redundant in the following circumstances:

28.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 28.4 which results in the work no longer being required to be performed by anyone; or

28.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of staff members, in accordance with clause 28.5.

Redundancy following permanent abolition of a substantial work function or campus closure

28.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make a staff member involuntarily redundant where:

28.4.1 the staff member’s work is no longer required to be performed by anyone;

28.4.2 the University has sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position (at or one level below the staff member’s substantive level) in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University’s existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

28.4.3 the University has explored with the staff member other measures that may be taken to avoid termination; and

28.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff members

28.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff members, the University must only make a staff member involuntarily redundant where it has:

28.5.1 identified the number of surplus staff members;

28.5.2 offered a voluntary redundancy to all affected staff members. The University must allow all those who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 28.5.3 will apply);

28.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select staff members for involuntary redundancy, either as a result of too few people volunteering or too many people volunteering;
28.5.4 sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position (at or one level below the staff member’s substantive level) in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeepee is an applicant for a particular position, the University’s existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

28.5.5 explored with the staff member other measures that may be taken to avoid termination; and

28.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

28.6 Nothing in clause 28.5 shall prevent multiple units or functions being dealt with simultaneously.

Voluntary separation packages

28.7 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.

28.8 The University must allow all those continuing staff members who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function and will make a voluntary redundancy and long service leave payment as follows:

28.8.1 for continuing academic staff members to whom clause 53 of the Agreement applies, a voluntary separation payment equal to the redundancy payment calculated in accordance with Table G of clause 53.6 of the Agreement; and

28.8.2 for continuing professional staff members to whom clause 55 of the Agreement applies, a voluntary separation payment equal to the redundancy payment calculated in accordance with clauses 55.7, 55.11, 55.12 and 55.13 of the Agreement.

Redundancy pay

28.9 Whilst this clause 28 of the Schedule sets out the circumstances and processes in which redundancies can occur, to the exclusion of the applicable clauses in the Agreement (being clauses 53-56), this Schedule does not affect redundancy or like payments, or provisions relating to notice periods as governed by the Agreement. Accordingly, the amount of any redundancy payment, notice period, and long service leave entitlement for continuing staff members will be as follows:

28.9.1 for continuing academic staff members: as set out in clause 53.6 (Table G) or clause 53.15 (Table H) of the Agreement, as applicable; and

28.9.2 for continuing professional staff members: as set out in clauses 55.7 and 55.11-55.13 of the Agreement, as applicable.
PART 9: COMMITTEES

29. COVID-19 TEMPORARY MEASURES COMMITTEE

29.1 This clause establishes the COVID-19 Temporary Measures Committee (the CTMC).

29.2 The CTMC shall consist of three nominees of the University and three nominees of NTEU.

29.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule.

29.4 The functions of the CTMC are those assigned to it under the terms of this Schedule, and to:

29.4.1 be provided with information relevant to the operation of this Schedule;

29.4.2 oversee the implementation of this Schedule;

29.4.3 carry out its functions in relation to change proposals in accordance with clause 26;

29.4.4 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clauses 29.13 to 29.16.

29.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part 10 or which cost-saving measures the University may implement.

29.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

29.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

29.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

29.9 NTEU nominees on the CTMC who are University staff members will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.

29.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

29.11 In addition to holding meetings with staff members, members of the CTMC may consult by Email List with staff members in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.

29.12 Staff members shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

29.13 This clause governs:

29.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;

29.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.

29.14 These procedures shall apply to any dispute raised by a staff member, the NTEU or the University to which the University is a party.

For the avoidance of doubt, the dispute resolution procedure at clause 12 in the body of the Agreement shall not apply to a matter arising under this Schedule or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.
Any dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within 5 working days, the dispute may be referred by either party to an Arbitrator for resolution.

A staff member may appoint a Representative for the purpose of this dispute settling procedure.

**Arbitration**

Wherever this Schedule refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 29.18 to 29.24.

By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel. Members of the Arbitration Panel must be independent of the University, staff members and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.

The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.

The dispute will be arbitrated in one of the following ways:

- with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or
- with the agreement of the parties, by final offer arbitration; or
- by hearing.

Where the dispute is to be heard, the following apply:

- the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;
- the Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 29.22;
- the CTMC may agree such other powers and procedures as may be necessary.

The dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).

No person bound by the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.

Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision. The Arbitrator’s published decision must not include commercial in confidence or confidential material, or the personal or health information of any person without that person’s prior consent.

**30. EXPERT ASSESSMENT PANEL**

Before accessing any cost-saving measures in Parts 4, 5 and 6 of this Schedule available to the University in Category A, the University must satisfy the Expert Assessment Panel (EAP) that the relevant Category threshold referred to in Part 10 of this Schedule has been met, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:

- a cut in senior executive salaries higher than that borne by staff members;
- reduction in capital works;
- reduction in travel;
- debt capabilities;
- drawing on cash reserves;
- drawing on investments.
30.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.

30.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.

30.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment before confirming a decision which will be final.

30.5 The EAP’s final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.

30.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University’s financial situation. If the EAP determines that the University no longer meets the category threshold previously determined, the EAP will give reasonable notice to the University that it is not eligible to access the particular costs savings measures attaching to the category prospectively.

30.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.

30.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.
PART 10: DETERMINING THRESHOLDS

31. INTRODUCTION

31.1 The University may access the cost-saving measures contained in Parts, 4, 5 and 6 once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

32. CATEGORIES

32.1 The University is in Category A if the following metrics are met:

32.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and

32.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or

32.1.3 it meets one of the following metrics:

32.1.3.1 it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); or

32.1.3.2 it has a core operating cash flow margin of 3.0% or less.

32.2 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.

32.3 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow \[1\][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes


[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

32.4 During the life of this Schedule, the University may move from Category A to no category and from no category to Category A upon declaration of the EAP.
PART 11: INTERPRETATION

33. INTERPRETATION

33.1 Headings are to be used as a guide to interpretation.

33.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.

33.3 Reference to the singular is a reference to the plural and vice versa.

34. DEFINITIONS

34.1 The following definitions apply to terms contained in this Schedule.

34.1.1 Agreement: the Monash University Enterprise Agreement (Academic and Professional Staff) 2019;

34.1.2 Arbitrator: person appointed under clause 29.19;

34.1.3 Award: either the Higher Education Industry – Academic Staff – Award 2020 or Higher Education Industry – Professional Staff – Award 2020, as applicable;

34.1.4 Category A: see clause 32.1 of this Schedule;

34.1.5 Casual: a staff member engaged as a casual or sessional staff member in accordance with the Agreement;

34.1.6 the impact of COVID-19: events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;

34.1.7 COVID-19 Temporary Measures Committee (or CTMC): see clause 29 of this Schedule;

34.1.8 Eligible Senior Management Team Staff: the members of the University’s senior management team with a base salary in excess of $250,000 as at 1 January 2020, but excluding those members who are also members of the Vice-Chancellor’s Group (each of whom have already agreed to a greater salary reduction) and the Head of Academic Board;

34.1.9 Email List: a bulk email address provided by the University which does not disclose the email addresses of individual staff members;

34.1.10 Expert Assessment Panel (or EAP): refer to clause 30 of this Schedule;

34.1.11 FW Act: the Fair Work Act 2009 (Cth);

34.1.12 Involuntary redundancy: where the staff member has not accepted an offer of voluntary redundancy and is unable to be redeployed;

34.1.13 Memorandum of Understanding: the MOU signed by the NTEU and the University;

34.1.14 NES: is Part 2-2 of the FW Act;

34.1.15 NTEU: National Tertiary Education Industry Union;

34.1.16 a Representative: means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or employee of NTEU, or an officer or employee of an employer association;

34.1.17 the University: Monash University as defined under clause 3.15 in the body of the Agreement;

34.1.18 this Schedule: means this Schedule 6;

34.1.19 senior management team: the University’s leadership group comprising the Vice-Chancellor and President, Provost, Chief Operating Officer, Chief Financial Officer, Deputy Vice-Chancellors, Vice-Presidents, Vice-Provosts, Pro Vice-Chancellors, President of Academic Board, Deans of Faculty, Executive Directors and equivalent roles;

34.1.20 voluntary redundancy: means where staff members volunteer for redundancy;
34.1.21 voluntary separation package: a set of entitlements provided by the University consistent with the voluntary separation payments provided for in clauses 53.6 (Table G) of the Agreement for academic staff or clauses 55.7 and 55.11-55.12 of the Agreement for professional staff, or on the same terms as if the staff member was retrenched for redundancy, whichever is the greater;

34.1.22 workplace change: means a change to a staff member’s roster or ordinary hours of work initiated by the University, or a major workplace change that is likely to have a significant effect on staff members. Significant effects include:

34.1.22.1 termination of employment;
34.1.22.2 changes to the composition, operation or size of the University’s workforce or skills required of staff;
34.1.22.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
34.1.22.4 outsourcing of work; and
34.1.22.5 restructuring and/or relocation of work units.

Significant effects do not include a temporary change to duties in accordance with clause 15.
SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of
MONASH UNIVERSITY by its authorised officer

Name: Professor Margaret Gardner AO
Position: President and Vice-Chancellor
Monash University
Clayton

Date: 3 December 2019

In the presence of:

Name: Kerrie Edwards
Address: Monash University
Clayton

Date: 3 December 2019

SIGNED for and on behalf of
NATIONAL TERTIARY EDUCATION INDUSTRY UNION by its
authorised officer as employee bargaining representatives

Name: Matthew McGowan
Position: General Secretary

Date: 3 December 2019

In the presence of:

Name: Orla Poole
Address: 84 High Street
Northcote, Vic.

Date: 3 December 2019
IN THE FAIR WORK COMMISSION
AT MELBOURNE

Matter number: AG2019/4741
Matter: Application for approval of the Monash University Enterprise Agreement (Academic and Professional Staff) 2019
Applicant: Monash University

Undertaking – Section 190

1. Angelo Yoannidis, Director, Workplace Relations, of Monash University, give the following undertaking in accordance with section 190 of the Fair Work Act 2009 (Cth) with respect to the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (Agreement):

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Yours sincerely

Angelo Yoannidis
Director, Workplace Relations
IN THE FAIR WORK COMMISSION  

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2020/1897

Employer: Monash University (Employer)

Application: Section 210 – Application for approval of a variation to the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (Agreement)

Authorised representative: Angelo Yoannidis  
Director, Workplace Relations

Undertaking-Section212

For and on behalf of the Employer, I, Angelo Yoannidis:

1. Declare that I have authority to give this undertaking on behalf of the Employer.
2. Understand that each undertaking is to be taken to be a term of the Agreement
3. Give the following undertakings with respect to the Agreement

   a. If a staff member is engaged to work non-rotating night shifts, they will be paid at least the amount they would have received if the Higher Education Industry – General Staff – Award 2020 (Award) applied.
   b. For staff employed at HEW 1-7 inclusive, if TOIL is agreed in accordance with clause 79.11, the TOIL will not be forfeited under clause 79.12(d) if not taken within 6 months and in those circumstances, unless otherwise agreed by the staff member the TOIL will be paid out to the staff member in the first full pay period after the six month period or on termination of employment (as relevant).

Date signed: 7 July 2020

For and on behalf of the Employer by: Angelo Yoannidis, Director Workplace Relations

[In accordance with s.212 of the FW Act]

Signature:

Note: An incorrect clause cross-reference in the undertaking at 3b. has been corrected above. In that paragraph a cross-reference to clause 75.10 in the version held on the FWC file, has been corrected in this copy to clause 79.11.
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(Academic and Professional Staff)

2019