

## **APPLICATION AND OPERATION OF THE AGREEMENT**

### **1. TITLE**

The title of this agreement is the *Swinburne University of Technology, Academic & General Staff Enterprise Agreement 2009*

### **2. ARRANGEMENT**

This Agreement is arranged as follows:

1. Title
2. Arrangement
3. Definitions
4. Operation of the Agreement
5. Application of the Agreement and Parties Bound
6. Relationship to Awards and Agreements
7. Availability of Agreement
8. Intention of the Agreement

### **EMPLOYMENT RELATIONSHIPS**

9. Types of Employment
10. Full-Time Employment
11. Fractional Employment/ Part-Time Employment
12. Casual, Seasonal and annualised Employment
13. Contract/Fixed Term Employment
14. Probationary Employment
15. Workload Process
16. University Performance Enhancement System
17. Performance Based Contracts
18. Disciplinary Procedures – Unsatisfactory Work Performance and Misconduct/Serious Misconduct
19. Disciplinary Procedures – Unsatisfactory Work Performance
20. Disciplinary Procedures – Misconduct/Serious Misconduct
21. Redeployment, Retraining and Redundancy
22. Redundancy – General Staff Employees
23. Redundancy - Academic Staff Employees

## **WAGES AND RELATED MATTERS**

- 24. Payment of Salaries
- 25. Progression through the Incremental Pay Structure
- 26. Progression through the Classification Structure
- 27. Academic Promotion
- 28. Job Redesign

## **HOURS OF WORK, SHIFTWORK, OVERTIME AND CLASSIFICATION – GENERAL STAFF**

- 29. Hours of Duty
- 30. Meal Breaks
- 31. Shift Work
- 32. Higher Duties Allowance (HDA)
- 33. Overtime
- 34. General Staff Re-Classification

## **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

- 35. General Provisions
- 36. Annual Leave
- 37. Personal Leave
- 38. Parental Leave
- 39. Long Service Leave
- 40. Other Leave
- 41. Trade Union Training Leave
- 42. Public Holidays

## **WORKPLACE SAFETY AND WORKERS COMPENSATION**

- 43. Leave or Make-up Pay to Incapacitated Employees
- 44. Job Security – Return to Work and Ensuring a Safe Workplace
- 45. Workplace Bullying

## **STAFF BENEFITS**

- 46. Forty-Eight/ Fifty-Two (48/52) Week Employment Cycle
- 47. Superannuation
- 48. Voluntary Salary Packaging
- 49. Removal Expenses – Academic Staff Employees Only

## **TRANSPORT AND RELATED MATTERS – GENERAL STAFF**

- 50. Transport of Employees after Unrostered Shifts or Overtime
- 51. Travel between Campuses

## **DISPUTE RESOLUTION AND CONSULTATION**

- 52. Dispute Avoidance and Resolution Procedures
- 53. Management of Change – Organisational Restructuring
- 54. Joint Consultative Committee
- 55. Committees and Chairpersons

## **MISCELLANEOUS PROVISIONS**

- 56. Outside Studies Program
- 57. Anti-discrimination
- 58. Termination of Employment on the grounds of Ill Health -  
Academic Staff Employees Only
- 59. Voluntary Early Retirement
- 60. Ill-Health Retirement – General Staff
- 61. Intellectual Property
- 62. Intellectual Freedom
- 63. Indigenous Employment
- 64. Union Notices
- 65. Staff Lists
- 66. Right of Entry of Union Officials
- 67. Supervision of Academic Staff Employees

**Appendix 1:** Rates of Pay

**Appendix 2:** Sessional Academic Rates

**Appendix 3:** Allowances - General Staff Employees Only

**Appendix 4:** Classification Descriptors – Higher Education Workers

### 3. DEFINITIONS

**Academic staff** shall mean and refer to all employees who perform academic work other than TAFE teaching staff.

**Carer** shall refer to a person on whom someone else is wholly or substantially dependant for ongoing care and attention on a substantially non-commercial basis.

**Casual employee** shall mean and refer to an employee engaged by the hour and paid on an hourly basis that includes a loading in lieu of specific benefits explicitly not provided to the casual employee.

**Consultation** refers to the exchange of information about a matter or issue, explanation of the respective points of view, and taking into account the views of the other. Consultation does not necessarily mean that an agreement can be reached. If agreement cannot be reached the University will provide reasons.

**Employee** shall mean and refer to a member of staff of the University covered by this Agreement.

**FWA** shall mean and refer to Fair Work Australia or Australian Industrial Relations Commission, as appropriate.

**General staff** shall mean and refer to all employees other than academic staff employees or TAFE teaching staff

**Head of Management Unit** means the person assigned responsibility for a specific organisational area.

**Immediate family** shall mean and refer to an employee's spouse or former spouse, domestic partner or former domestic partner (spouse and domestic partner includes partners of the same sex); or their child or adult child (including their adopted child, step child or an ex-nuptial child), parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law or a person with respect to whom the employee has an Indigenous kinship relationship of equivalent significance .

**JCC** – shall mean and refer to the Joint Consultative Committee.

**Management** - shall mean the Vice-Chancellor, Deputy Vice-Chancellor, Vice-President, Pro-Vice Chancellor, or nominee.

**Medical practitioner** shall mean a registered medical practitioner, registered dentist, registered physiotherapist, registered chiropractor, registered osteopath, registered optometrist, registered naturopath, registered clinical or counselling psychologist.

**Misconduct** shall mean and refer to conduct which is not serious misconduct, as defined, but which is nonetheless conduct that is unsatisfactory.

**NTEU** shall mean and refer to the National Tertiary Education Industry Union.

**Ordinary salary** shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty and shall not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

**Parties** shall mean and refer to the University and the NTEU

**Part-time employee** shall mean and refer to an employee engaged to work less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which salary and entitlements are calculated on a pro-rata basis.

**Representative** shall mean and refer to a person nominated by an employee to undertake representations to the University on their behalf, if they so choose, and who is not a currently practising solicitor or barrister.

**Resignation** shall mean and refer to a decision of an employee of the University to cease employment with the University on a specified date. The term "resignation" shall also mean and refer to the retirement or death of an employee.

**Seasonal or Part Year employees** shall mean and refer to an employee appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University, or as subsequently varied by agreement with the Seasonal or Part Year Employee.

**Serious misconduct** shall mean and refer to:

(i) serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties; and/or

(ii) serious dereliction of the duties required of the academic office or position held by an employee; and/or

(iii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof.

**Service** shall mean and refer to service as an employee of the University which includes any recognised prior service..

**Set roster** shall mean and refer to the ordinary hours of duty to be performed by an employee in accordance with a scheduled roster pursuant to the provisions of parts of this Agreement.

**Supervisor** shall mean and refer to an employee's nominated supervisor, which may be an employee's Head of Management Unit.

**Termination** shall mean and refer to termination of employment at the initiative of the University.

**University** shall mean and refer to Swinburne University of Technology.

**Unsatisfactory performance** shall mean and refer to types of conduct or action by staff members that will result in their on-going employment being reviewed. Grounds include inefficiency or negligence in the performance of the specified duties of the position held.

**Vice-Chancellor** shall mean and refer to the Chief Executive Officer of the University, or a person acting in the position of Vice-Chancellor or a nominee of the Vice-Chancellor.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

#### **4. OPERATION OF AGREEMENT**

This Agreement will operate from the date of approval and have a nominal expiry date of 30 June 2012.

#### **5. APPLICATION OF THE AGREEMENT**

This agreement applies to the University, its academic and general staff (excluding TAFE teaching staff) and the NTEU.

#### **6. RELATIONSHIP TO AWARDS AND AGREEMENTS**

**6.1** This agreement supersedes and replaces in entirety any previous Awards and certified agreements covering employment with the University applicable to its Academic and General Staff Employees exclusive of TAFE teaching staff.

**6.2** This agreement operates to the exclusion of and wholly replaces any existing or future awards or certified agreement of the Australian Industrial Relations Commission or Fair Work Australia, which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this agreement.

**6.3** This agreement does not replace existing Australian Workplace Agreements (AWAs) or Interim Transitional Employment Agreements (ITEAs).

The University shall, within 1 month of the approval of this Agreement, provide to each employee who would but for the operation of an ITEA be covered by this Agreement, an offer to terminate the ITEA. Thereafter, the University shall facilitate any request of any such employee for termination of his or her ITEA.

Notwithstanding the termination of an ITEA pursuant to this clause, the employee shall not, as a consequence of that termination, thereafter suffer any demotion, or reduction or loss of remuneration as a consequence of that termination. In this clause "ITEA" includes an AWA

**6.4** The University and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine

individual needs of the University and the individual employee. The terms the University and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed under clauses 29, 30, 31 and 51;
- (b) overtime rates under clause 33;
- (c) penalty rates under clause 31;
- (d) allowance under clauses 32 and Appendix 3; and
- (e) leave loading under clause 36.5.

**6.4.1** The University and the individual employee must have genuinely made the agreement without coercion or duress.

- (a) Where a workplace flexibility arrangement is proposed the individual employee, the University, and their chosen representatives must have at least 3 working days to consider the proposal.
- (b) Where the University proposes a workplace flexibility agreement the University will inform the employee(s) that they may seek advice from the Union.

**6.4.2** The agreement between the University and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in sub clause 6.4; and
- (b) not disadvantage the employee in relation to the individual's terms and conditions of employment.
- (c) not disadvantage other employees in the workplace in relation to their terms and conditions of employment

**6.4.3** For the purposes of sub clause 6.4.2(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement made under the Workplace Relations Act 1996 (Cth), as those instruments applied as at the date the agreement commences to operate; and
- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

**6.4.4** The agreement between the University and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the University and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the University and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the University and the individual employee;
- (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.4.5** The University must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.4.6** The agreement may be terminated:

- (a) by the University or the individual employee giving four weeks' notice of termination, in writing, to the other person and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the University and the individual employee

**6.4.7** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provisions for an agreement between the University and an individual employee contained in any other term of this agreement.

**6.5** The parties agree not to seek to re-open matters covered by this agreement during the nominal life of this agreement, except where such claims/issues are specifically contemplated in the agreement.

## **7. AVAILABILITY OF AGREEMENT**

A copy of this agreement will be kept in an easily accessible place, including the Internet, and be available for inspection on request by any staff member of the University.

## **8. INTENTION OF THE AGREEMENT**

**8.1** It is the intention of this agreement to:

- 8.1.1 Implement workplace practices which improve the effectiveness and productivity of the University and assist the University to achieve its strategic objectives;
- 8.1.2 Maintain and foster enhanced industrial relations at the University through a participatory approach, and
- 8.1.3 Enhance the skills, job satisfaction and job security of University employees.
- 8.2 The parties agree to maintain existing University contributions to Unisuper for employees who are eligible in accordance with the provisions in this Agreement.

## **EMPLOYMENT RELATIONSHIPS**

### **9. TYPES OF EMPLOYMENT**

#### **9.1 Requirement to State Terms of Engagement**

- 9.1.1 Upon engagement, the University shall provide to the employee an instrument of appointment, which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment.
- 9.1.2 Other main conditions of employment included in letters of appointment, will be references to other recorded sources from which employment conditions derive, and the duties and reporting relationships to apply upon appointment.

#### **9.2. Types of Employment – Machinery Provisions**

- 9.2.1 The University may employ persons on a full-time, fractional (part) time, casual basis or by way of a contract.
- 9.2.2 Unless the employee and the University otherwise agree, employment shall be deemed to be on a full-time basis.
- 9.2.3 The University agrees it shall not increase overall usage of casual staff above the levels for the twelve month period ending 31 March 2009 which based on Swinburne Payroll figures were 21.5% FTE for academic staff. In addition, the University shall use its best endeavours to reduce the number of FTE casual positions as a proportion of the total academic staff FTE by 1% over the nominal life of this Agreement.

In order to properly monitor these commitments, the University will provide unambiguous staffing data including the number of contact teaching hours being performed by casual academic staff, the head count of actual casual staff employed and the numbers of FTE staff employed as academic staff in each of the various modes of employment. This data will be provided in April and October each year and be accurate to the end of the previous month.

If it is identified that the overall number of FTE casual positions does increase above these levels the parties will consult regarding appropriate measures to remedy the situation. Such measures will include the creation of additional fixed-term or continuing positions.

In the event that the University makes a decision to directly employ casual general staff, the parties will confer over the application of this clause.

**9.2.4.1** The University will not employ a general staff member on a casual basis in excess of 16 weeks at any one time. If the University employs a casual beyond 16 weeks, he/ she will be offered a fixed term contract or continuing employment.

**9.2.4.2** Unless agreed, no casual academic staff member can be in charge of the development of an online teaching and learning award course.

**9.2.5 Early Career Development Fellowships (ECDF)**

- a) Over the life of this Agreement the University will establish and advertise a minimum of 10 full-time Level A academic positions as ECDFs, and will use all reasonable endeavours to establish and advertise 16 full-time Level A academic positions.
- b) An ECDF is a standard teaching and research or research-only academic position available for a fixed term of two years.
- c) The field of applicants for an ECDF will be restricted to Swinburne University of Technology casual staff
  - who have been awarded a PhD and have performed casual teaching work for the University in 2 entire teaching periods over the past 3 years, or
  - who have been active candidates for their PhD for at least 2 years and have performed casual teaching work for the University in 3 entire teaching periods over the past 3 years.
- d) Successful applicants will be selected from eligible candidates on academic merit.
- e) The University will review this Fellowship scheme on expiry of this Agreement.

**9.2.6 Conversion of Fixed Term Employees to Ongoing Employment**

A fixed term employee shall be converted to on-going subject to the following criteria:

- 9.2.6(i)** the employee has been employed by the University for three consecutive years
  - 9.2.6(ii)** the employee was appointed through an open and competitive selection process
  - 9.2.6(iii)** there is a record of satisfactory performance in the position
  - 9.2.6(iv)** the University has an ongoing need for the position
- 9.2.7** Sub-clause 9.2.6 does not limit the operation of sub-clause 13.5 and 13.6.

## **10. FULL-TIME EMPLOYMENT**

On engagement, a full time employee shall be given by the University written advice of -

- 10.1** the date on which the employment is to commence;
- 10.2** the classification of the employee;
- 10.3** the wage rate of the employee;
- 10.4** the terms and conditions of employment applicable to the employee;
- 10.5** a probationary period where applicable.

## **11. FRACTIONAL TIME EMPLOYMENT / PART TIME EMPLOYMENT**

- 11.1** A fractional-time employee shall be entitled to all the provisions of the agreement but calculated where appropriate on a pro-rata basis in accordance with the proportion of ordinary hours worked by the employee.
- 11.2** On engagement, a fractional time employee shall be given by the University written advice of -
  - 11.2.1** the date on which the employment is to commence;
  - 11.2.2** the classification of the employee;
  - 11.2.3** the wage rate of the employee;
  - 11.2.4** the hours of duty and time of attendance of the employee;
  - 11.2.5** the terms and conditions of employment applicable to the employee;
  - 11.2.6** a probationary period where applicable.

## **12. CASUAL, SEASONAL AND ANNUALISED EMPLOYMENT – GENERAL STAFF ONLY**

### **12.1 Casual Loading**

The loading included in the hourly rates for casual employees from the beginning of the first pay period commencing on or after the date of the commencement of this clause shall be a casual loading of 25%.

### **12.2 Minimum Engagement**

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

**12.2.1** persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of 1 hour. Without limiting the scope of this sub-clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution;

**12.2.2** persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of 1 hour;

**12.2.3** other casual general staff employees employed shall have a minimum period of engagement of three hours;

**12.2.4** in order to meet his/her personal circumstances, a casual employee may request and the University may agree to an engagement for less than the minimum of 3 hours.

### **12.3 Overtime for General Staff**

Overtime is only payable to casual general staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full time employee, on one day. In respect of such excess, the employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time employee or the casual loading, but not both.

### **12.4 Public Holidays**

A casual employee shall not be entitled to payment for any of the public holidays provided by this agreement unless the employee is required to work on such a day, and shall not be entitled to paid leave of any kind.

### **12.5 Conversion from Casual to Non-Casual employment**

**12.5.1** An employee must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.

**12.5.2** Upon appointment, the University shall advise a casual employee that, after serving qualifying periods, casual employees may have a right to apply for conversion and a copy of the conversion provisions of this Agreement shall be made available to such employees.

**12.5.3** The University shall also take reasonable steps from time to time to inform casual employees of the conversion provisions of this Agreement.

**12.5.4** An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.

**12.5.5 Eligibility for conversion**

**12.5.5(i)** To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either;

(a) Over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

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

**12.5.6** For the purposes of this clause occasional and short-term work performed by the employee in another classification, job or department shall not:

**12.5.6(i)** affect the employee's eligibility for conversion;

**12.5.6(ii)** be included in determining whether the employee meets or does not meet the eligibility requirements.

**12.6 Application for Conversion – Casual to Ongoing**

The University shall not unreasonably refuse an application for conversion of general staff. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

**12.6.1** the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;

**12.6.2** the employee is a genuine retiree;

**12.6.3** the employee is performing work that will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);

**12.6.4** the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;

**12.6.5** the employee does not meet the essential requirements of the position; or

**12.6.6** the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

## **12.7 Offer of Non-Casual Employment**

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

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

**12.7.3** Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties.

**12.7.4** Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for any applicable unpaid parental leave or paid long service leave.

## **12.8 Further Applications**

An employee whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

**12.8.1** that rejection is solely based upon the ground set out in clause 12.6; and

**12.8.2** that ground ceased to apply.

## **12.9 Seasonal, Part Year or Annualised Hours Employment**

### **12.9.1 Application**

The terms and conditions in this clause apply to employees converted from casual employment to "Seasonal", "Part Year" or "Annualised Hours" employment in accordance with clause 12.7 of this Agreement.

### **12.9.2 "Seasonal" or "Part Year" Employees**

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee 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.

### **12.9.3 Accrual of pay**

In respect of the periods or seasons of work for which they are engaged, Part Year or Seasonal employees will be paid on the same basis as comparable, full-time or part-time continuing employees, as the case may be.

### **12.9.4 Leave Entitlements**

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 employee during the periods or seasons of work for which the Part Year or Seasonal Employees are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the employee.

### **12.9.5 Public Holidays**

Part year and seasonal employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.

### **12.9.6 Termination of Employment**

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

## **12.10 "Annualised Hours" Employees**

An "Annualised Hours Employee" is an employee engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one-year (which may be a calendar year) as offered by the University or as subsequently varied by agreement with the Annualised Hours Employee.

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.

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

**12.10.2** Annualised Hours Employees will be entitled to receive the leave entitlements of a full-time employee on a proportional basis determined by the number of annualised ordinary hours required to be worked by the employee within the year. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the employee.

**12.10.3** Annualised hours employees will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

- 12.10.4** Annualised Hours Employees will be eligible for overtime in the same manner as full-time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.
- 12.10.5** Where in any year an Annualised Hours Employee 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.
- 12.10.6** In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the annualised hours employee shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.
- 12.10.7** In the event that the employment of an Annualised Hours employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:
- 12.10.7(i)** if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee; and
  - 12.10.7(ii)** if an employee has performed work for which he/she has not yet received pay from the University, the University will pay to the employee such amount as at the date of termination.

### **13. CONTRACT/ FIXED TERM EMPLOYMENT**

- 13.1** A contract/fixed term employee may be employed either on a full-time or fractional-time basis.
- 13.2** A contract/fixed term employee employed full-time shall be entitled to all the provisions of this agreement.
- 13.3** A contract/fixed term employee employed on a fractional-time basis shall be entitled to all the provisions of this agreement but calculated where appropriate on a pro-rata basis in accordance with the proportion of ordinary hours worked by the employee.
- 13.4** On engagement, a contract/fixed term employee shall be given by the University written advice of-
- 13.4.1** the date on which the employment is to commence;

- 13.4.2** the date on which the employment is to terminate (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 the employment shall expire);
- 13.4.3** the classification of the employee;
- 13.4.4** the wage rate of the employee;
- 13.4.5** the term of the employment, the length and terms of any period of probation and the circumstances by reference to which the use of fixed term contract for the type of employment has been decided for that employment;
- 13.4.6** a probationary period where applicable. Any second or subsequent fixed-term contract/ fixed term with the University shall not contain a probationary period;
- 13.5** During the term of employment, the contract/fixed term is not terminable by the University, other than during a probationary period, or for cause based upon serious or wilful misconduct. Notwithstanding this, a fixed term contract entered into by a staff member between 1st July 2006 and the commencement of operation of this Agreement, may be terminable under the unsatisfactory performance provisions of this Agreement and/or may be terminable in the event of redundancy where the capacity for such terminations is a term of the contract entered into during the relevant period. In the event of such a redundancy, the terms of clause 22 (General Staff) or 23 (Academic Staff) shall apply except that any entitlement to the redundancy provisions shall not extend beyond the end date of the contract.

### **13.6 Criteria for Contract/Fixed Term Employment**

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

#### **13.6.1 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.

#### **13.6.2 Research**

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

### **13.6.3 Replacement Employee**

"Replacement Employee" means an employee:

- 13.6.3(i)** undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
- 13.6.3(ii)** performing the duties of:
  - (a) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - (b) 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 employee is engaged for the vacant position or vacant higher duties position as applicable.

### **13.6.4 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.

### **13.6.5 Pre-Retirement Contract**

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

### **13.6.6 Fixed-term Contract Employment Subsidiary to Studentship**

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this subclause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- 13.6.6(i)** 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

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

### **13.6.7 Disestablishment Work Area**

A fixed term contract may be offered to an employee where a decision has been made by the University to discontinue work in that area within 24 months. The use of such contracts shall not exceed 24 months.

### **13.6.8 New Organisational Area**

A fixed term contract may be offered to an employee where a new organisational area has been established within the University. A new organisational area is defined as up to 12 months from the establishment of a new area. The use of such contracts shall not exceed 12 months.

### **13.6.9 Apprenticeship or Traineeship**

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant state or territory training authority.

## **13.7 Other Incidents of Fixed-Term Contract of Employment**

Without derogating from any entitlement under the employee's contract or under an agreement provision applicable to the employee on account of the employee's continuous service, a fixed-term contract employee, other than an apprentice shall be entitled to:

### **13.7.1 Incremental Advancement**

A fixed-term employee who has a period of continuous service in a classification that has an incremental structure, shall be entitled to progress through that structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

### **13.7.2 Notice of Cessation or Renewal of Employment Upon Expiry of Contract**

The University shall provide to a fixed-term employee, other than an apprentice or an employee described in subclauses 13.6.3, 13.6.5 and 13.6.6, 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:

- 13.7.2(i)** any entitlement to notice of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract; or

**13.7.2(ii)**

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than one year	At least one week or the equivalent of a full pay period, whichever is the greater
One year but less than three	At least two weeks or the equivalent of a full pay period, whichever is the greater
Three years but less than five years	At least three weeks or the equivalent of a full pay period, whichever is the greater
Five years and over	At least four weeks or the equivalent of a full pay period, whichever is the greater

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

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

- (a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given and;
- (b) gives notice to the employee at the earliest practicable date thereafter.

**13.8 Severance pay - Fixed Term/ Contract Employees**

**13.8.1 (i)** A fixed term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment shall be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with this agreement as it would apply to a full-time employee engaged in an equivalent classification in the following circumstances:

**13.8.1(i)**

(a) the employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in paragraph 13.6.1 or 13.6.2 and the same or substantially similar duties are no longer required by the University; or

**13.8.1(i)**

(b) the employee is employed on a fixed term contract to do work required for the circumstances described in paragraph 13.6.1 or 13.6.2 and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

**13.8.1(ii)** Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.

**13.8.1(iii)** The University, in a particular case, may make application to FWA to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the employee.

### **13.8.2 Severance Payment-Contract/Fixed Term Employees**

The severance payment or retrenchment benefit payment as it would apply to a full-time employee in the same classification shall be deemed to be as follows:

#### **13.8.2(i)**

General and Academic Staff:

Length of continuous service	Severance Pay
Up to the completion of 2 years	4 weeks pay
2 years or more but less than 3 years	6 weeks pay
3 years or more but less than 4 years	7 weeks pay
4 years or more	8 weeks pay

**13.8.2(ii)** “Weeks pay” means the ordinary time rate of pay for the employees concerned.

### **13.8.3 Agreement Entitlements and Calculation of Continuous Service**

A fixed-term employee shall be entitled to the same agreement terms and conditions as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

For the purpose of this agreement breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.

Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purpose of this clause.

## **14. PROBATIONARY EMPLOYMENT**

The University may require all newly appointed academic and general staff employees to complete a probationary period as stipulated below.

### **14.1 Probation Periods – General Staff**

New general staff employees employed on an ongoing or fixed-term appointment at any level shall have a maximum period of probation of six months.

### **14.2 Probation Periods – Academic Staff**

The following maximum periods of probation shall apply to academic staff employees employed on an ongoing or fixed-term appointment at any level:

<b>Contract Period</b>	<b>Period of Probation</b>
Less than 3 years	6 months
3 years but less than 4 years	12 months
4 years or more (or ongoing)	24 months

Where a probationary period of 24 months is set in accordance with this sub-clause, the academic employee may apply at any time after 12 months for confirmation of the appointment.

### **14.3 Extension of Probationary Period**

The University may elect to extend the probationary period for a period of up to four weeks for the following reasons:

- 14.3.1** To assist with performance and development issues.
- 14.3.2** Where the University is threatening termination of employment prior to the conclusion of the initial probationary period
- 14.3** During the Probation period the University will assess the capacity of the new employee to perform to a satisfactory standard the duties of the position to which they have been appointed. In this period the University will ensure all new employees receive adequate training in their role and receive regular feedback on performance and opportunities to improve performance.

All new employees subject to a probationary period shall be advised of the meaning and length of the probation period and the probationary review process.

- 14.4** Where issues of unsuitability to the role arise, the University will:
  - 14.4.1** Clearly indicate to the employee the areas of deficiency or concerns;
  - 14.4.1** Indicate to the employee the standard of conduct and/or work performance required to be achieved within clearly defined timeframes.
  - 14.4.2** Permit the employee to respond to the deficiencies or concerns.

- 14.4.3** Advise the employee that continued unsatisfactory performance may result in the annulment of the employee's appointment with the University
- 14.4.4** Ask the employee to provide a formal comment on the probation report.
- 14.4.5** Provide the employee with a copy of the Probation Report
- 14.5** A probationary period must include at least one probationary review meeting where the employee must be advised of areas of unsatisfactory performance and areas where he/she needs to improve, plus the final probation review and assessment. An employee can request the presence of a representative, if he/she so chooses, at probationary meetings with his/her manager/direct supervisor.
- 14.6** Where possible, a final probation review and recommendation report must be conducted one month prior to the conclusion of the probation review period and will include a recommendation from the relevant manager/direct supervisor. The recommendation report will be forwarded immediately to the University for determination upon consideration of all relevant material including submissions by the employee, manager/direct supervisor and the employee's representative if he/she so chooses.
- 14.7** This final review will determine whether the employee's employment is confirmed or annulled. A manager can only recommend annulment of a probationary appointment after probationary meetings have been held and the employee has been advised of areas of unsatisfactory performance and areas where he/she needs to improve.
- 14.8** Where a probationary employee claims that there has been a breach of process or is aggrieved by the decision to annul his/her appointment, he/she may access the Disputes Procedure in this agreement.

## **15. WORKLOAD PROCESS**

### **15.1 Workload Process - Academic Staff**

- 15.1.1(i)** Managers in consultation with staff will be responsible for the appropriate and equitable distribution of workload within their management units.
- 15.1.1(ii)** The parties agree that academic workloads will be regulated to ensure that staff do not have excessive or unreasonable workloads. Furthermore that academic workloads shall not increase during the life of this agreement.
- 15.1.1 (iii)** The University commits to working collaboratively with the Union over the duration of the agreement, with the aim of reducing the overall student/staff ratio.

## **15.1.2 Academic Workload Models**

**15.1.2(i)** Managers will negotiate the development of Academic Workload Models with all affected academic staff employees to ensure the appropriate and equitable distribution of workload within their management units. The process of development will be transparent and information will be provided in a timely fashion.

**15.1.2(ii)** The parties agree to develop and implement Workload Models for each Academic Organisational Unit. The JCC will be responsible for reviewing existing and new Academic Workload Models and will advise the DVC (Academic) and the Vice Chancellor whether the model(s) (including their development) meets the requirements of this Agreement. The JCC will review workload models on an annual basis.

The parties agree that each workload model shall be fair, transparent and equitable and include:

- a) a total annual accountable hours of 1800, providing that not more than 1620 hours may be allocated load;
- b) a cap on teaching;
- c) relevant and agreed benchmark comparisons

These models should include, but are not limited to:

- (a) Teaching
- (b) Committee participation
- (c) Convening of subjects and courses
- (d) Course development
- (e) Research
- (f) International travel
- (g) Consultancy
- (h) Supervision
- (i) Leadership
- (j) Management
- (k) Administration (including the time required to participate in the performance and development system)
- (l) Scholarly activities
- (m) Size and complexity of subjects
- (n) On-line Development and Delivery
- (o) Intercampus travel

## **15.1.3 Teaching in Summer Semester by Agreement**

No academic staff member will be required to teach in summer semester without agreement being reached with the staff member regarding appropriate compensation.

## **15.1.4 Academics to be Provided with Information Relevant to Workloads**

Academic staff will be provided with information pertaining to their teaching areas and teaching load within a reasonable time prior to the commencement of semester one, semester two, summer semester and winter semester.

### **15.1.5 Academic Employees - Work on Weekends and Public Holidays**

Except as provided in clause 42.4, unless agreed, academic staff employees will not be required to teach on weekends or public holidays.

Teaching on weekends and public holidays will not be a condition of employment.

### **15.1.6 Review of Academic Staffing Levels**

There will be a provision to review staffing levels where workloads increase.

### **15.1.7 Review of Teaching Year/Academic Calendar**

There will be negotiation on any proposed change to the teaching year or academic calendar.

### **15.1.8 No Proposal for Trimester Academic Year**

It is agreed that the University will not introduce any proposal for a trimester academic year during the life of the agreement

## **15.2 Workload Process - General Staff Employees**

The University is committed to the management of general staff employees' workloads within the span of hours and the ordinary hours of work provided in this agreement. General staff employees shall be allocated a workload that is manageable within the ordinary hours of duty of the employee.

### **15.2.2 Workload Consultative Committee**

As a part of the commitment to workload management, and with a view to developing and implementing agreed workload management strategies, the Joint Consultative Committee shall be responsible for monitoring the workloads of general staff and for investigating:

- 15.2.2(i)** measures for identifying workload increase;
- 15.2.2(ii)** measures to address the intensification of work;
- 15.2.2(iii)** the provision of professional development for both managers and staff to assist in the effective management of workloads.

**15.2.3** In order to discharge its responsibilities, the Joint Consultative Committee shall be provided with the following information on a quarterly basis:

- 15.2.3(i)** overtime payments and TOIL (Time Off in Lieu of Overtime) accrual data for each Department/Unit;
- 15.2.3(ii)** changes in the ratios of academic staff to general staff and general staff to students, as appropriate, and changes to the number of full-time equivalent general staff positions in each Faculty or equivalent Unit;
- 15.2.3(iii)** accrual of annual leave entitlements of general staff for each Faculty or equivalent Unit;
- 15.2.3(iv)** any other information determined relevant by the Joint Consultative Committee and that is reasonably able to be sourced.

**15.2.4** The Joint Consultative Committee shall meet at least annually, or at the request of either party.

**15.2.5** The Joint Consultative Committee shall determine a reference date for assessing the workload implications of the information provided in clause 15.2.3.

### **15.3 Dispute Resolution Procedure**

General staff and academic staff employees aggrieved by their workload shall have access in the first instance to the Disputes Resolution Procedure of this agreement. Where negotiation under clauses 15.1.2(i) or 15.1.7 fails to reach agreement, or, where the JCC is unable to provide the advice it is required to provide under 15.1.2(ii) for whatever reason, the matter may be referred to Fair Work Australia in accordance with clause 52.7 which may resolve the dispute in accordance with this Agreement. The parties agree the determination of FWA will be the negotiated outcome required in each of these clauses, or the advice to be provided to the VC in relation to 15.1.2(ii).

## **16. PERFORMANCE DEVELOPMENT AND REWARDS**

The parties agree that modern and progressive performance management, professional development and appropriate pay arrangements are critical elements of a high performing University.

The parties agree to jointly develop a University-wide staff appraisal system which is linked to the University's strategic goals. It is envisaged the system will be comprehensive and reflect the complex nature of a multi-sector University. The Performance, Development & Reward (PDR) system will continue to be trialled and participation in the trial is voluntary.

The development of the system will be negotiated between the parties with comprehensive consultation with staff. The negotiations will be guided by appropriate local and international evidence and best practice. The system will:

- Include an annual review of the system that will be evidence based and best practice.
- encourage diversity in focus to ensure all University based work is valued.
- be supportive and formative for all employees and will provide the opportunity for career development, training and professional development.
- be integrated into the annual workload planning process and workload models.
- acknowledge responsibilities such as Health & Safety and Union representation roles.

Any disagreement arising from the operation of the system may be raised through the normal dispute processes.

The negotiations will be concluded by September 2010.

### **Development and career opportunities**

All staff will continue to be actively supported by the University in achieving their agreed identified goals and the University's strategic plan.

All staff will have equitable access to training and development opportunities.

### **Resolution**

Where the parties are unable to agree on the new system, or particular components thereof, the parties agree to refer the matter to Fair Work Australia in accordance with clause 52.7 which may resolve the dispute in accordance with this Agreement.

### **Other**

Where a general staff member has elected to, and completed, a PPRD process they may also have their PPRD targets assessed as part of the 2009 trial of PDR and be eligible for the appropriate bonus payment.

The process of development and implementation, including any issues or problems that may arise, and outcomes of the system will be regularly reported throughout all levels of the University and will be jointly reviewed by the parties annually.

## **17. PERFORMANCE BASED CONTRACTS**

### **17.1 Performance Based Contracts Can Be Offered To Specified Employees**

The University may, in accordance with this sub-clause, enter into contracts with certain members of staff employed in the manner described in subclause 17.2, which set out key performance criteria or targets, which must be met within defined time frames or under defined circumstances ("performance based contracts").

### **17.2 Application of Performance Based Contracts**

Contracts entered into pursuant to this sub-clause may be offered if the contract involves an offer of employment to academic staff employees employed at or above Level E or who receive remuneration packages of \$162,560 or more and general staff employees employed at or above HEW 10 who receive remuneration packages of \$146,301 or more (The basis of adjustment for the thresholds for entering into a performance based contract will be adjusted to reflect changes to wages in the Appendix 1 of this Agreement. These rates were indexed to reflect wages before wage increases under Appendix 1).

### **17.3 Requirements for Performance Based Contracts**

Where the University intends to offer a person a performance-based contract in accordance with this sub-clause it must:

- 17.3.1** advise the person that the Union is able to negotiate the terms of such a contract on their behalf and;
- 17.3.2** provide the person with a copy of all relevant documentation;
- 17.3.3** where a person enters into a performance-based contract pursuant to this sub-clause, the performance-based contract may contain a provision

which stipulates that any or all of the following clauses shall not apply to the employment covered by the contract:

**17.3.3(i)** Clause 16 Performance Development and Rewards

**17.3.3(ii)** Clauses 19-21 Disciplinary Procedures

**17.3.3(iii)** Clauses 22-24 Redundancy

**17.3.4** In circumstances where the performance-based contract stipulates that any of the agreement clauses listed above shall not apply, then it is a term of this agreement that the nominated clause or clauses shall not apply to the employment. In such circumstances, the termination of the person will be in accordance with Division 3 of Part VIA of the Workplace Relations Act, except that the required period of notice referred to in Section 170CM shall be stated in the contract and will be a minimum of three months. When any contract pursuant to this clause involves a probation period that probation period, will be no less than three months.

## **18. DISCIPLINARY PROCEDURES – UNSATISFACTORY WORK PERFORMANCE AND MISCONDUCT/SERIOUS MISCONDUCT**

### **18.1 Objectives**

**18.1.1** The intention of these procedures is to establish a process for the management of all employees of the University covered by this agreement, excluding casual employees, sessional employees and probationary employees.

**18.1.2** The process is based on the principles of

**18.1.2(i)** clarity

**18.1.2(ii)** fairness

**18.1.2(iii)** openness

**18.1.2(iv)** right of appeal

and is meant to be clearly understood by staff and management alike.

### **18.2 Operation of Disciplinary Provisions**

**18.2.1** In the circumstances that an employee's employment with the University is being reviewed on the grounds of unsatisfactory work performance, the provisions outlined in clause 19 - Disciplinary Procedures - Unsatisfactory Work Performance, will apply. These provisions do not apply to contract/ fixed term or casual employees

**18.2.2** In the circumstances that an employee's employment with the University is being reviewed on the grounds of misconduct or serious misconduct, the provisions outlined in clause 20 - Disciplinary Procedures - Misconduct/Serious Misconduct, will apply.

**18.3 Disciplinary Procedures - Common Provisions**

**18.3.1** If the employee is not content with the process or outcomes as a result of clauses 18 to 20, he/she may refer the matter to the FWA / AIRC or to seek advice or assistance from external agencies, courts or tribunals

**18.3.2** If, after any warning, a period of 6 months elapses without any further warnings or action being required, all written notes and warnings relating to the employee concerned must be removed from the employee's personal file. In the case of misconduct/serious misconduct, all records shall be retained on the employee's personnel file for a maximum of 24 months from the date on which the finding was made. The actual period will be advised to the employee at the time of determination following the conclusion of proceedings under clause 20.

**18.3.3** An employee who is subject to proceedings under clauses 18-20 may be suspended with or without pay dependent upon the circumstances and severity of the matter.

**18.3.5** Termination of employment under this agreement will only occur in accordance with:

**18.3.5(i)** Unsatisfactory Performance or Misconduct/Serious Misconduct - Clauses 18-20

**18.3.5(ii)** Redundancy - Clauses 21-23

**18.3.5(iii)** Probationary Employment - Clause 14

**18.3.5(iv)** Termination on the Grounds of Ill-Health (Academic Staff Employees Only) Clause 59

**18.4 Notice of Termination of Employment - Academic Employees Only**

**18.4.1** The University must not terminate the employment of an academic unless the academic has been given notice and/or compensation. The below table outlines the notice period:

<b>Employee's period of continuance service with the employer</b>	<b>Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the University. Any greater notice period and/or compensation specified in this Agreement or in the Academic Staff member's contract of employment shall prevail over this clause.

**18.4.2**The University may terminate without notice the employment of an academic found to have engaged in Misconduct such that is would be

unreasonable to require the University to continue employment during a period of notice.

**19. DISCIPLINARY PROCEDURES - UNSATISFACTORY WORK PERFORMANCE**

**19.1 Stage 1 - Counselling of Employee for Poor Performance**

**19.1.1** Where the work performance of an employee is deemed unsatisfactory, the appropriate manager shall notify the employee of the concerns or problems being experienced.

**19.1.2** A meeting will be convened between the employee concerned and the appropriate management representative. Prior to the meeting being conducted, the employee concerned will be informed that he/she has the right to have a Union or other representative present. A copy of these procedures shall be provided to the staff member. The staff member shall also be provided with an opportunity to respond to the concerns or problems raised.

**19.1.3** The concerns or problems will be discussed, with management outlining all details including the production of any evidence that has led to this action.

**19.1.4** The employee and management will discuss and develop appropriate solutions to the problems, and realistic timeframes will be agreed upon so that anticipated improvements can be demonstrated. This may involve training, counselling and regular monitoring of the matter. Management will give all reasonable assistance to the employee to enable improvements to his/her work performance and or workplace conduct to an acceptable level. The employee will make all reasonable attempts to improve his/her work performance.

**19.1.5** A written record of the agreed action/measures will be kept and placed on the employee's personal file.

**19.2 Stage 2 - First Written Warning**

**19.2.1** If the problem continues, the matter will be discussed with the employee and a first written warning will be given and recorded on the employee's personal file. Prior to any discussions taking place, the employee will be informed that he/she has the right to have a representative present.

**19.2.2** The employee and management representative will again discuss measures for improvement and such actions/measures will need to be met within one month from the date of the first warning being issued.

**19.2.3** The step outlines in sub-clauses 19.2.1 and 19.2.2 can only be invoked in the event that it is clearly demonstrated that agreed actions/measures as defined in subclause 19.1 have not been achieved in the agreed timeframes.

### **19.3 Stage 3 - Second and Final Written Warning**

- 19.3.1** In the event the problem continues, and agreed actions/measures are not demonstrated and sustained, the employee will be issued with a second and final written warning. This written warning shall include detail of the alleged unsatisfactory performance. A copy of this warning will be forwarded to the Union, unless the employee requests otherwise.
- 19.3.2** The employee will be given a final chance to achieve the agreed actions/measures, and will be required to do so within two weeks from the date of the second and final written warning being issued.

### **19.4 Matters Unresolved After Stage 3**

- 19.4.1** In the event the matter raised in sub-clause 19.1 remains unresolved or recurs, the employee may be transferred to a different position, demoted or terminated.
- 19.4.2** Prior to any decision being made, the Head of Management Unit will fully consult and brief the Vice-Chancellor of all necessary details. The Vice-Chancellor and Head of Management Unit must agree on the decision to be taken.
- 19.4.3** Prior to the employee being informed of University's decisions, the employee will be informed that he/she has the right to have a Union or other representative present at any subsequent meeting.
- 19.4.4** The University shall communicate the decision to the staff member in writing.
- 19.4.5** Should the employee seek to appeal against the form of action determined, then he/she must lodge an appeal within 10 days of receiving advice as per clauses 19.4 or 19.5. The appeal shall be heard and determined by an external person selected in accordance with clause 55.

### **19.5 Process of Decision Making**

In the event the Vice-Chancellor does not approve a course of action as described in subclause 19.4 the Vice-Chancellor shall, based on the facts of the matter, authorise action as described below:

- 19.5.1** terminate proceedings and all action that has taken place in regard to an employee pursuant to this clause. The employee concerned will be notified in writing of the Vice-Chancellor's decision, and all written material on the employee's personal file will be removed; or
- 19.5.2** give the employee a further 4 weeks to achieve the agreed actions/measures as described in subclauses 19.1 or 19.2.2 of this clause. The employee will be notified in writing of the Vice-Chancellor's decision. Further, the written notification will fully outline the University's expectations over the ensuing 4 week period, and that in the event the actions/measures are not achieved, the employee concerned will be terminated at the expiration of the 4 week period.

**19.5.3** Authorise the transfer to another position, or demotion of the employee. The employee will receive written advice to this effect and will be advised of the date the transfer or demotion will have effect. A copy of this notice will be forwarded to the Union, unless the employee requests otherwise.

## **19.6 Termination of Employment - Unsatisfactory Performance**

In the event the agreed actions/measures as described in subclause 19.5.2 are not achieved within the stated timeframe, the employee will be terminated. The Vice-Chancellor will be fully briefed on the Head of Management's decision, prior to the termination of the employee taking effect. The employee will be notified in writing of the University's decision and a copy will be forwarded to the relevant Union, unless the employee requests otherwise.

**19.7** Where a staff member subject to these unsatisfactory performance procedures believes there has been a breach of these procedures, such a breach shall be dealt with via the Disputes Procedures in this Agreement. Until the appeal is heard, the decision shall continue to apply.

## **20. DISCIPLINARY PROCEDURES - MISCONDUCT/ SERIOUS MISCONDUCT**

Prior to taking action against a staff member for reasons amounting to misconduct or serious misconduct, the Vice-Chancellor or nominee must take steps in accordance with this clause.

### **20.1 Process of Review for Misconduct/ Serious Misconduct:**

If the Vice-Chancellor believes such allegations warrant further investigation he/she shall:

**20.1.1** notify the staff member in writing and in sufficient detail the precise nature of the allegations;

**20.1.2** require the staff member to submit a written response within 10 days;

**20.1.3** at the time of notifying the staff member in accordance with subclause 20.1.1, the Vice-Chancellor may suspend the staff member on full pay or without pay dependent upon the circumstances and severity of the matter;

**20.1.4** if the allegations are admitted in full by the staff member and the Manager/Direct Supervisor finds that the conduct amounts to misconduct, the Vice-Chancellor shall advise the staff member in writing of his/her decision and the operative date of disciplinary action;

**20.1.5** if the allegations are denied in full or part by the staff member, or no response is received, the allegation of misconduct or serious misconduct will be forwarded to the Misconduct Investigation Committee.

## **20.2 Misconduct Investigation Committee**

**20.2.1** Where a matter is referred to a Misconduct Investigation Committee, the Committee shall be convened within 10 working days. The Committee shall consist of -

**20.2.1(i)** one nominee of the University;

**20.2.1(ii)** one nominee of the Union;

**20.2.1(iii)** an independent chairperson selected in accordance with clause 55.

**20.2.2** The Misconduct Investigation Committee shall:

**20.2.2(i)** provide an opportunity for the staff member to be interviewed;

**20.2.2(ii)** take into account all relevant materials and relevant considerations as it believes appropriate to substantiate or otherwise the facts in dispute;

**20.2.2(iii)** allow the staff member to be assisted or represented by an advocate, but not if such a person is a currently practising solicitor or barrister;

**20.2.2(iv)** conduct proceedings as expeditiously as possible;

**20.2.2(v)** operate under the principles of natural justice;

**20.2.2(vi)** make its report to the Vice Chancellor and the affected employee.

**20.2.3** The Committee shall provide a report to the Manager/Supervisor and Human Resources on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident. In reaching a decision the Vice-Chancellor must take into account the findings of the Committee.

**20.2.4** On receipt of the report of the Committee and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor, may take disciplinary action and shall notify the staff member in writing. The forms of disciplinary action are not definitive, but can include the following:

**20.2.4(i)** termination of employment,

**20.2.4(ii)** demotion,

**20.2.4(iii)** withholding of an increment,

**20.2.4(iv)** reprimand.

**20.2.5** If, having considered the Committee's findings the Vice-Chancellor finds that there has been no misconduct, he/she shall immediately advise the staff member in writing. If the employee was suspended without pay the

employee will have his/her pay and employment entitlement reinstated and backdated.

### **20.3 Appeal against Disciplinary Action**

Where pursuant to subclause 20.2.4 the staff member is aggrieved by the form of disciplinary action, he/she has 10 days in which to lodge an appeal. Until the appeal is heard, the decision shall continue to apply. The appeal shall be heard and determined by an independent external person selected in accordance with clause 55.

## **21. REDEPLOYMENT, RETRAINING AND REDUNDANCY**

### **21.1 Objectives**

**21.1.1** Change resulting in the restructuring of Organisation units and work practices to meet business goals may require the movement and/or retraining of staff and Swinburne will undertake this process in a participative and consultative way with those directly affected by change.

**21.1.2** The parties acknowledge that retrenchment of staff is an option of last resort. However, in the event that such action becomes unavoidable, any process should be as fair and transparent as possible.

**21.1.3** If the restructuring of the University results in the retrenchment of employees, then the redundancy processes provided in clauses 22 (General Staff) and 23 (Academic Staff) must be applied.

### **21.2 Staffing Decisions Resulting from Restructuring**

A number of staffing options may become evident following development of a new structure and commencement of redundancy processes. These processes do not apply to individual grievances, unless they result from structural change to schools, divisions or business units.

#### **21.2.1 Position Description**

If changes to staff positions are required, the Head of Management Unit will:

**21.2.1(i)** arrange for affected staff to review their own position description;

**21.2.1(ii)** advise staff members that the position documentation (especially selection criteria) will form the basis for decisions regarding the suitability of staff members for positions in the new structure.

#### **21.2.2 Position Description Process - Restructuring**

Each of the following steps will need to be considered, in sequential order:

**21.2.2(i)** Translation - (staff whose positions have not substantially changed). These staff members will be translated directly into positions in the new structure.

**21.2.2(ii)** Time Fraction Changes - (staff members whose positions directly translate into the new structure but where the time fractions only are changed). The Head of Management Unit will negotiate the changes with the staff member involved and seek his/her agreement for an employment variation.

Where agreement is not reached, redeployment of the staff member will be considered. In the event that no suitable redeployment is available, the employee will be declared surplus to the University needs and may be retrenched.

**21.2.2(iii)** Direct Redeployment - (same level or lower level in the University). Direct translation of a suitably qualified individual staff member, whose existing position is to be abolished, into a position in the new structure, when there are no other staff members similarly suitably qualified at the same level or a lower level.

Where an individual staff member has not been directly translated into a position in the new structure or where the individual staff member has not been successful in competing for other available positions in the new structure for which he/she is suitably qualified, the University may after consultation transfer the staff member:

- (a) to another suitable position in the University at the same level; or
- (b) to another position at a lower level with salary maintenance for a period not exceeding two years from the date of redeployment. Salary maintenance will not apply to time fraction changes or to loss of a higher duties allowance.

**21.2.2(iv) Redeployment Register**

Where the process has been exhausted and a staff member has not been directly translated or deployed to a position in the new structure, he/she will be placed on a redeployment register and be considered for other suitable vacancies elsewhere within the University.

**21.2.2(v) Advertisement**

Where the processes of translation and redeployment have been exhausted, remaining vacant positions (general new positions) will be advertised on the University Website.

**21.2.2(vi) Involuntary Redundancy & Retirement**

Where efforts to redeploy have not been successful, the applicable redundancy provisions will apply.

### **21.2.2(vii) Redeployment Procedures**

This will be achieved through an active placement process linked into the University's normal staffing process and may involve:

#### **(a) Redeployment Register & Human Resources Role**

In the redeployment process Human Resources will:

- \* Perform a facilitative role
- \* Maintain a formal register of redeployees; and
- \* Assist in the identification of suitable positions.

#### **(b) Redeployment Period**

For general staff, the period over which redeployment will be attempted will be 3 months, during which time the excess staff member will be considered for all suitable positions which may become available at the same or a lower salary classification level, throughout the University.

For academic staff, the redeployment period is that period of fourteen weeks provided in clause 23.3 of this Agreement.

#### **(c) Training & Development During "Settling In" Period**

Where a surplus staff member does not immediately meet all the selection criteria of a potentially suitable position, consideration will be given to his/her transferable skills and the provision of appropriate staff development and training (either on or off the job) where this is feasible.

Where performance at the end of this period is not considered acceptable the re-deployee will be allocated suitable alternative duties within a management unit whilst further redeployment opportunities are explored.

#### **(d) Training costs**

Where a staff member is to be redeployed into another administrative unit on a trial basis, the head of the recipient unit may negotiate the costs of the training and development accrued during the settling in period with the head of the relinquishing unit. In such circumstances, the relinquishing management unit will be required to pay reasonable costs.

#### **(e) Determination of Qualification to Fill Positions**

In determining the qualification of individual staff members to perform the functions of positions in the new structure, the

heads of management units will base their decisions on the objective matching of experience, knowledge, skills and formal qualifications of those staff members directly affected by the restructuring against the selection criteria of the position documentation of available positions in the new structure. Resumes may be requested to assist with this process.

**(f) Authority to Redeploy**

Redeployment within a management unit will be at the direction of the head of management unit. Redeployment into another management unit (following due process including consultation with Human Resources) will be at the direction of the Deputy Vice-Chancellor, Vice President, Pro Vice-Chancellor, or his/her nominee, whichever is applicable, after consultation with the heads of management unit.

**(g) Effect on Higher Duties Allowance**

Staff in receipt of higher duties allowance will translate into the new structure in accordance with their substantive classifications as determined during the review. Higher duties allowance will then be reviewed in light of organisational needs. Where a staff member has been in receipt of a higher duties allowance for a continuous period in excess of 12 months, that staff member shall be entitled to 6 months maintenance of the higher duty allowance that was paid immediately prior to the change taking effect.

**21.3 Genuine Consultation**

The parties agree to genuinely and reasonably consult in a change process, and will not unreasonably abuse the process to unduly accelerate or stall the process.

**22. REDUNDANCY - GENERAL STAFF EMPLOYEES**

**22.1 Definition of Redundancy**

Where it appears to the University that a situation of Redundancy has occurred or is likely to occur affecting general staff employees, the University shall immediately provide all relevant details to the union and affected staff. The University shall arrange consultation discussions with affected staff and the Union. These discussions shall consider:

- 22.2.2(i)** measures to avert the termination or avert or minimise the terminations;
- 22.2.2(ii)** measures to mitigate the adverse effects of the termination or terminations;
- 22.2.2(iii)** measures under 22.2.2(ii) may include: redeployment, voluntary early retirement in accordance with any available

scheme, secondments or offers of a voluntary separation package;

## **22.2 Notice of Redundancy**

Where, after consultation referred to in sub-clause 22.1, the University decides that redeployment of employees is not feasible and that an employee is in excess of requirements, such employee shall be entitled to six months notice.

## **22.3 Notice of Transfer or Termination**

If at the expiration of the period of notice referred to in sub-clause 22.2 of this Agreement, an employee cannot be placed in other suitable employment or training for such alternative employment cannot be arranged, the employee may be transferred to a lower salary level at the University or terminated.

## **22.4 Finding Other Employment**

In addition to any other action the University may have taken before notice is given in subclause 22.2, the University shall during the period of notice make every reasonable endeavour to place the employee in other suitable employment or arrange training for such alternative employment.

## **22.5 Leave and Expenses to Seek Employment**

An employee who has received notice in accordance with sub-clause 22.2 shall be entitled to reasonable leave with full pay to attend the necessary employment interviews and where expenses to attend such interviews are not met by the prospective employer, the employee shall be entitled to reimbursement of reasonable travelling and incidental expenses incurred in attending such interviews.

## **22.6 Election to be Terminated or Transferred**

An employee who has received notice in accordance with sub-clause 22.2 may with the approval of the University elect to be terminated or transferred before the expiry date of the notice period, in which case the earlier date shall become the date of termination or transfer.

## **22.7 Provision of Salary Maintenance - Terminated Employee**

An employee who is terminated shall be eligible to receive maintenance of income payments as follows:

**22.7.1** if the employee at the date of his/her termination by reason of redundancy is 45 years of age or over he/she shall be entitled to maintenance of income payments for a period of twelve months from the date of termination/ transfer;

**22.7.2** if the employee at the date of termination by reason of redundancy is under 45 years of age he/she shall be entitled to maintenance of

income payments for a period of six months from the date of termination/ transfer;

provided that -

- 22.7.3** should he/she be terminated during the period of notice in sub-clause 22.2 in accordance with sub-clause 22.6, he/she shall be entitled to receive maintenance of income payments, if any, for the balance of the notice period if his/her circumstances so require.

## **22.8 Calculation of Income Maintenance Payments**

The amount to be paid by way of income maintenance payments shall be calculated as follows:

- 22.8.1** where the person is unemployed, an amount equivalent to his/her salary level at the date of termination less any amount, if any, received by way of unemployment relief;
- 22.8.2** where the person obtains employment, the amount, if any, necessary to bring his/her salary from employment to his/her salary at the date of transfer to a lower salary or termination;
- 22.8.3** the inclusion as salary of allowances or loadings other than higher duties allowance shall be paid at the discretion of the University;
- 22.8.4** income maintenance payments where applicable shall be paid and become payable in conformity with administrative practices applicable to the payment of salaries of the University;
- 22.8.5** income maintenance payments shall not apply to a person who becomes unemployed and refuses an offer of suitable employment or suitable training, or has reached the age of 65 years.

## **22.9 Retention of Employee during Notice Period**

An employee other than an employee to whom sub-clause 22.6 applies shall be entitled to be retained as an employee for the notice period in sub-clause 22.2.

## **22.10 Moving Household**

Where the University considers it necessary, having regard to the relevant circumstances, for a terminated or transferred employee to move his/her household to a new location to take up new employment, he/she shall be reimbursed for all reasonable expenses associated with that move.

## **22.11 Use of Accumulated Sick Leave**

- 22.11.1** The period of notice under sub-clause 22.2 shall be extended by any periods of certified sick leave taken during such period.
- 22.11.2** An employee who at the date of termination or transfer has accumulated sick leave credits shall be entitled to receive maintenance of income payments in respect of loss of income payments due to loss

of earnings through sickness until such time as those accumulated sick leave credits have been exhausted provided that -

- 22.11.2(i)** the rate of payment shall be as provided in sub-clause 22.8;
- 22.11.2(ii)** the entitlement to maintenance of income payments under this clause:
  - (a) shall not exceed twelve months or six months leave credits;
  - (b) shall not apply to uncertificated absences;
- 22.11.2(iii)** access to sick leave credits is available only during the period of income maintenance.

## **22.12 Compensation for Losses**

A person entitled to receive income maintenance payments shall be compensated for all reasonable identifiable and quantifiable disabilities, losses and expenses that, in the opinion of the University were brought about or incurred by the termination or transfer of the person.

## **22.13 Substitution of Other Provisions**

By agreement between the Union, the employee and the University, provisions may be applied to general staff employees in addition to or in substitution for any or all of the provisions prescribed by this Agreement and such additional or substitute provisions shall have effect in relation to the employee as if prescribed by the Agreement.

## **22.14 Exclusion of Certain Employees**

The provisions of clause 22 shall not apply to:

**22.14.1** academic staff employees

**22.14.2** casual Employees

**22.14.3** persons engaged on a fixed term contract.

## **23. REDUNDANCY - ACADEMIC STAFF EMPLOYEES**

### **23.1 Grounds for Redundancy**

Where Swinburne has decided to terminate the employment of one or more academic staff employees for reasons of an economic, technological, structural or similar nature, including

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

- 23.1.2 a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- 23.1.3 financial exigency within an organisational unit or cost centre; or
- 23.1.4 changes in technology or work methods.

The University shall first inform the employees concerned and the union.

## **23.2 Notification of Redundancy**

### **23.2.1 Communication and Consultation with Affected Staff**

Where the University informs an academic staff employee(s) and the Union that a decision has been made in accordance with sub-clause 23.1, it shall provide the following information

- 23.2.1(i) the terminations and the reasons for them;
- 23.2.1(ii) the number and categories of academic staff employees likely to be affected; and
- 23.2.1(iii) the time when, or the period over which, the University intends to carry out the terminations.

### **23.2.2 Communication and Consultation with the Union**

As soon as practicable after making the decision in sub-clause 23.1 to effect a redundancy, the University shall give the Union an opportunity to consult with the University on:

- 23.2.2(i) measures to avert the termination or avert or minimise the terminations;
- 23.2.2(ii) measures to mitigate the adverse effects of the termination or terminations;
- 23.2.2(iii) measures under 23.2.2(ii) may include: redeployment, voluntary early retirement in accordance with any available scheme, secondments or offers of a voluntary separation package;

## **23.3 Redeployment Period– Academic Staff**

- 23.3.1 An academic staff member that has been advised that they are surplus to requirements under this clause, will be considered for re-deployment into other suitable positions across the University for a period of fourteen weeks following the date they were notified in writing.
- 23.3.2 The University redeployment provisions in relation to re-deployment in clause 21.2.2 and 21.3 will apply to Academic Staff during this period.

**23.3.3** During this 'Re-deployment Period' the staff member must indicate to the University which of the following avenues for separation he or she wishes to choose:

- (a) to apply to the Vice-Chancellor for a review of the decision to terminate the staff member's employment and/or to seek redeployment.; and/ or,
- (b) to elect early separation, in which case the academic staff member will receive payments in accordance with clause 23.7

**23.4 Notice of Redundancy – Academic Staff**

**23.4.1** The University is required to provide the following period of notice of termination (inclusive of any contractual notice period) in addition to the re-deployment period in sub-clause 23.3:

<b>Age</b>	<b>Notice period</b>
45 years and over	22 weeks
40-44 years	20 weeks
39 years or under	18 weeks

**23.5 Review of Redundancy**

**23.5.1** A staff member who has received notification of redundancy may apply in writing to the Vice-Chancellor during the 'Redeployment Period' for a review of the decision to terminate his/her employment, on the grounds that fair process was not observed by the University in selecting the staff member for redundancy.

**23.5.2** The review will be conducted by an independent external person selected in accordance with clause 55 within seven working days, and will provide natural justice to the staff member. In this context, natural justice means that such matters may be examined as:

**23.5.2(i)** Whether a genuine decision was taken by the University that an academic position or positions should not be filled by anyone or that there was a number of academic staff employees in a category who were surplus to the requirements of the University;

**23.5.2(ii)** Whether fair and objective criteria were used to select staff to be identified as excess academic staff employees; and

**23.5.2(iii)** whether genuine and adequate consultation was entered into under sub-clause 23.2., and

**23.5.2(iv)** whether adequate consideration was given to measures to avert or mitigate the adverse effects of the termination.

- 23.5.3** In conducting this review, the reviewer shall:
- 23.5.3 (i)** Interview any person he/she thinks fit to establish the merits or facts of the particular case;
  - 23.5.3 (ii)** Conduct all interviews in the presence of the academic staff employee or academic staff employee's advocate and the management or his or her advocate;
  - 23.5.3 (iii)** Allow the academic staff employee and the University each to be assisted or represented by a representative of his or her choice who is an employee of the institution (but not if the person is currently a practicing solicitor or barrister), or by an employee or officer of the Union or AHEIA;
  - 23.5.3 (iv)** Conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - 23.5.3 (v)** Conduct proceedings in camera (unless otherwise agreed by the Union and the management) and as a committee of enquiry;
  - 23.5.3 (vi)** Take into account such further material as he/she believes appropriate to the case;
  - 23.5.3 (vii)** Ensure that the academic staff employee or his/her representative and the Vice-Chancellor, or his/her representative have the right to ask questions of interviewees and to make submissions. They also have the right to present and challenge evidence;
  - 23.5.3 (viii)** Make his/her report available to the Vice-Chancellor and the academic staff employee as soon as reasonably possible and no later than eight weeks after commencement of the review
- 23.5.4** Where the review determines that the termination shall proceed, the employee will be entitled to the residue of the redeployment period and notice period in this clause.

## **23.6 Failure of Redeployment and Review - Remainder Of Notice Period And Severance Pay**

- 23.6.1** Should the staff member elect redeployment but is not able to be redeployed to a suitable vacant position, or fail in his/her Review application, then at the completion of the redeployment or Review processes, the staff member normally in conjunction with the Head of Management Unit may make written application to the DVC for the staff member to work out all or part of the remaining period of notice.
- 23.6.2** If, in the opinion of the DVC, there are suitable duties for the staff member to undertake, which will result in sufficient work being available to occupy the time fraction on which the staff member is employed, the staff member may be permitted to work out the remaining period of notice.

**23.6.3** If, in the opinion of the DVC, 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 shall receive benefits in accordance with sub-clause 23.7.

## **23.7 Separation Benefits**

**23.7.1** An academic staff member who has received notification of redundancy may elect to cease employment with the University at any time after being notified that they are surplus to requirements.

**23.7.2** An academic staff member that is surplus to requirements will become entitled to the following payments upon termination:

- (a)** Payment in lieu of salary for the unexpired portion of the fourteen week 'Redeployment Period' referred to above; and
- (b)** Payment in lieu of the unexpired portion of the relevant notice period referred to above, unless this period has been worked in whole or part; and
- (c)** Severance payment calculated on the basis of 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 to a maximum of 52 weeks pay; and
- (d)** Payment on a pro-rata basis for long service leave provided continuous service is one year or more.

**23.7.3** Payments referred to in clause 23.7.2 above shall be calculated on the academic staff member's average fraction over his/her last 5 years of service or his/her fraction at the date of cessation of employment, whichever is the greater.

## **23.8 Leave to Attend Interviews and Expenses**

An academic staff employee who is terminated for reasons of redundancy shall be entitled to reasonable leave as determined by the University with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective University the academic staff employee shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the University.

## **23.9 Relocation Expenses**

**23.9.1** If an academic staff employee is redeployed to a permanent position elsewhere in the University (ie. involving a geographic relocation) as an agreed measure to mitigate the effects of his/her position being surplus to requirements and, as a consequence, is not reasonably practicable for the academic staff employee to remain in his or her existing residence, the academic staff employee shall be entitled to all

reasonable expenses associated with moving household to a new locality.

**23.9.2** Any reasonable costs and charges as determined by the Director Human Resources associated with a program of retraining, as an agreed measure to mitigate the effects of his/her position being surplus shall be reimbursed to the academic staff employee.

**23.9.3** Where, as an agreed measure to mitigate the effects of an academic staff employee's position being surplus to requirements, the academic staff employee is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, normal salary shall be maintained during the arrangement for the period of two years; however, where the employment is ultimately terminated, the periods described in this subclause and subclause 23.4 are not cumulative.

**23.10** This clause does not apply to General Staff employees

## **WAGES AND RELATED MATTERS**

### **24. PAYMENT OF SALARIES**

#### **24.1 Salaries to be paid fortnightly**

All employees shall be paid their salaries on the basis of a fortnightly pay period via electronic transfer and will have access to electronic pay details. Underpayments will be corrected in the next available pay except in circumstances where the underpaid employee is suffering hardship..

#### **24.2 Statement of Salary Details**

All salary payments shall be accompanied by a statement setting out the relevant details on which the payment is based. This statement shall include gross salary, tax payable, higher duties allowance if applicable, and arrears and a full list of deductions authorised by the employee specifying the amount of each deduction.

#### **24.3 Payday on a Public Holiday**

Where a payday falls on a public holiday observed by the University salaries shall be paid on the preceding day on which the University is open for business.

#### **24.4 Deductions**

The University shall only make deductions from an employee's salary with the written authority of the employee.

#### **24.4 Payment for Overtime (General Staff Employees Only)**

**24.4.1** Payment for overtime worked by a General Staff Employee shall be made to the General Staff Employee no later than the payday of the pay

period immediately following the work cycle in which the overtime was worked.

**24.4.2** Sub-clause 24.4.1 does not apply to Academic Staff employees

**24.5 Advance Payment of Salaries (Academic Staff Employees Only)**

**24.5.1** Where an academic staff employee is due to commence a period of annual leave in excess of five working days, maternity leave, adoption leave, long service leave, or professional experience program leave and the academic staff employee requests advance payment for such leave, the University shall pay the employee in advance provided that the employee gives reasonable notice to the pay office. The academic staff employee shall be entitled to advance payment for up to twelve weeks of the period of leave and four weeks notice shall be accepted by the University as reasonable notice, but the University may accept a lesser period of notice and may elect to make advance payment for a longer period.

**24.6.1** Sub-clause 24.5.1 does not apply to general staff employees.

**24.6.2 Deductions Require Written Authority**

The University shall only make deductions from an employee's salary for superannuation contributions and for trade Union subscriptions to such body as is nominated for the collection of subscriptions on the written authority of the employee. Such other deductions requested by the employee and agreed to by the University shall also require the written authority of the employee.

**24.6.3 Deductions for Trade Union Subscriptions**

Deductions for trade Union subscriptions shall be made by the University upon receipt of written authority from an employee until written authority is received from an employee terminating such deductions. The University shall pay such deductions to the Union.

**25. PROGRESSION THROUGH THE INCREMENTAL PAY STRUCTURE**

**25.1 Progression through the Incremental Pay Structure- Academics**

**25.1.1 Employee Salary Classification Changes**

Where an academic staff employee's salary classification changes, the date of effect of the said change shall be considered the date of appointment for the purpose of determining the date of effect of incremental increases.

**25.1.2 Salary Adjustment -Incremental Increase**

Payment of salaries adjusted for incremental increases shall be made no later than the first payday on or after the date of the effect of the increase, provided that in the case of increases with effect from 1 January payment may be made on the first payday in February of the same calendar year.

### **25.1.3 Salary Adjustment- Promotion, Change in Classification or Higher Duties**

In the case of a change in salary due to promotion, change in classification or payment of a higher duties allowance, payment of salary at the adjusted rate shall be made no later than the first available payday which allows at least seven working days between the date of receipt of salary change by the pay office and the payday.

## **25.2 Progression through Incremental Pay Structure - General Staff Employees**

An increment shall not be withheld to general staff employees other than by procedures outlined in this clause, or in other industrial regulations.

### **25.2.1 Discussion with Supervisor - Stage 1**

Three months before an increment falls due an employee shall be invited to discuss his or her performance with the employee's supervisor.

### **25.2.2 Supervisor Advises Increment Withheld - Stage 2**

Should it be the view of the supervisor that there has been no factor which had added to the efficiency or effectiveness or any factor in mitigation thereof in the preceding incremental period, the employee will be advised that an increment may be withheld.

### **25.2.3 Supervisor May Provide Notification in Writing - Stage 3**

If the supervisor in the circumstances set out in the foregoing paragraph has advised an employee that an increment may be withheld, the supervisor shall advise the employee in writing both that an increment may be withheld and of the supervisor's area of concern.

### **25.2.4 Supplementary Review and Discussion with Supervisor - Stage 4**

One month before the increment falls due the employee identified in sub-clause 25.2.3 again will be invited to discuss the matters documented at the earlier interview. Should the supervisor be of the view that, in the intervening period, there has been no improvement, the employee will be advised that the supervisor will recommend the withholding of an increment and that the supervisor will furnish a statement of reasons forthwith.

### **25.2.5 Final Determination by Committee - Stage 5**

In the event of such a recommendation the decision will be determined by a committee comprising one person nominated by the union, one person nominated by management and an independent chairperson selected in accordance with clause 55.

## **26. PROGRESSION THROUGH THE CLASSIFICATION STRUCTURE – GENERAL STAFF EMPLOYEES ONLY**

**26.1** General Staff Employees appointed to Level 1 of the Higher Education Worker Classification Structure, shall have access to progression to Level 2 without promotion to a higher position where:

**26.1.1(i)** they have the skill, achieved either through training or experience, or a combination of both, to warrant such progression, and

**26.1.1(ii)** they perform duties, which require the skill levels at Level 2. Progression to level 2 may directly result from job redesign.

**26.1.2** A General Staff Employee classified as a Higher Education Worker 3 - Level 6, shall progress to the pay rate of a Higher Education Worker 4 - Level 1 where:

**26.1.2(i)** they have the skill, achieved through training or experience, or a combination of both, to warrant such progression; and

**26.1.2(ii)** they perform duties, which require the skill levels at the higher level.

When staff members employed at levels four and five reach the maximum salary point for this level their position descriptions shall be reviewed and re-evaluated in accordance with the procedures in clause 34.2 of this Agreement.

## **27. ACADEMIC PROMOTION**

The parties agree that the academic promotion process will continue to incorporate the following considerations:

**27.2.1** Merit based;

**27.2.2** Non-discriminatory;

**27.2.3** Application to all ongoing and fixed term academic staff employees with at least 12 months service at Swinburne;

**27.2.4** Gender representation on promotion committees;

**27.2.5** Timelines for processing of an application;

**27.2.6** Agreed appeals process

## **28. JOB REDESIGN**

### **28.1 Establishment of Position Description Prior to Job Redesign**

When positions and duties are required to change significantly, agreed position descriptions are to be signed by the incumbent, supervisor and Head of Management Unit to indicate that the position is appropriately described at the time of preparation. Positions will be evaluated in accordance with the

classification arrangements of the University. When agreement cannot be reached on the duties and responsibilities of a position the dispute resolution procedures of the agreement may be invoked.

**28.2** Members of staff will not incur any loss of salary or conditions as a result of job redesign.

**28.3** The University will provide the training and development opportunities necessary to enable staff to meet changed job requirements.

## **HOURS OF WORK, SHIFTWORK AND OVERTIME - GENERAL STAFF**

### **29 HOURS OF DUTY**

#### **29.1 Ordinary Hours**

The ordinary hours of duty shall not exceed an average of 36 3/4 per week to be worked on one of the following bases -

**29.1.1** 36 3/4 hours within a work cycle not exceeding 7 consecutive days;

**29.1.2** 73 1/2 hours within a work cycle not exceeding 14 consecutive days;

**29.1.3** 110 1/4 hours within a work cycle not exceeding 21 days;

**29.1.4** 147 hours within a work cycle not exceeding 32 consecutive days.

This may include a flexible working arrangement as agreed between an employee and their supervisor. For example: RDOs.

#### **29.2 Ordinary Hours - Employees, other than shift employees**

The ordinary hours of duty for employees other than shift employees shall be worked:

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

**29.2.2** continuously, except for meal breaks, between 8.00am and 6.00pm

### **30. MEAL BREAKS**

#### **30.1 Meal Break Entitlement**

An employee shall not be required to work more than 5 consecutive hours without a break for a meal.

#### **30.2 Length of Meal Break - Excluding Shift Workers**

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

### **30.3 Meal Break Not Counted as Time Worked - excluding Shift Workers**

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

## **31. SHIFT WORK**

The Shift Work Provisions shall not apply to an employee whose salary exceeds that provided for the minimum rate payable to a HEW 8 employee

### **31.1 Definitions**

For the purpose of this clause -

**31.1.1 "Day Shift"** means any shift starting at or after 6 a.m. and finishing at or before 6 p.m.

**31.1.2 "Afternoon Shift"** means any shift finishing after 6pm and at or before midnight.

**31.1.3 "Night Shift"** means any shift finishing after midnight and at or before 8 a.m.

**31.1.4 "Ordinary Shift"** means any shift on which a shift worker is rostered for duty within the ordinary working hours of the employee and according to the relevant roster cycle.

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

**31.1.6 "Relevant Roster Cycle"** means a sequence of shifts in a roster to be normally worked by an employee in the ordinary working hours of the employee and arranged so as to form a recurring cycle of 5 days on shift and 2 days off per week.

**31.1.7 "Rostered Shift"** shall have the same meaning as "shift"

**31.1.8 "Shift"** means a continuous period of work during which a shift worker is rostered for duty.

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

### **31.2 Ordinary Hours - Shift Employees**

The ordinary hours of duty for shift employees -

**31.2.1** shall be worked continuously each shift except for meal breaks;

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

**31.2.3** shall be worked in accordance with this clause

### **31.3 Shift Penalties Applicable - Monday to Friday**

An employee engaged on afternoon or night shift shall for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate plus 15%.

### **31.4 Shift Penalties Applicable - Saturday, Sunday and Holidays**

An employee required to work an ordinary shift on a Saturday, a Sunday or a holiday shall be paid ordinary rate plus-

**31.4.1** On a Saturday - 50%

**31.4.2** On a Sunday - 100%

**31.4.3** On a holiday - 150%

### **31.5 Rostered Day Off Falls on a Holiday**

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

### **31.6 Change of Shift Allowance**

An employee who without 72 hours notice is -

**31.6.1** transferred from day work to shift work;

**31.6.2** transferred from one shift roster to another shift roster;

**31.6.3** transferred to an unrostered shift; or

**31.6.4** transferred to another shift within the roster;

shall be paid an additional allowance of 50% of the ordinary rate of pay of the employee for any day, afternoon or night shift to which the employee is so transferred and which occurs before the expiry of 72 hours notice of the transfer provided that the allowance shall be payable only to an employee in receipt of an allowance under sub-clause 31.3. In such cases the allowance provided under this sub-clause shall be paid in lieu of the allowance under subclause 31.3.

### **31.7 Rotation of shifts**

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

## **32. HIGHER DUTIES ALLOWANCE (HDA)**

An employee who is required to act in a position of higher classification than that which the employee occupies shall be paid an allowance computed in accordance with this clause.

### **32.1 Entitlement to the Higher Duties Allowance**

#### **32.1.1 HDA - Salary Less than HEW 8**

Where the salary payable to the employee is less than the minimum rate payable to a HEW 8 employee, the employee shall be eligible for the payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than two consecutive working weeks.

#### **32.1.2 HDA - Salary Greater than HEW 8**

Where the salary payable to the employee is greater than the minimum rate payable to a HEW 8 employee, the employee shall be eligible for the payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than four consecutive working weeks.

**32.2** For the purpose of this clause a holiday shall count as part of the qualifying period when the employee acts in a higher position on the working day immediately prior to and on the working day immediately following the holiday.

**32.3** Where an employee qualifies for payment of a Higher Duties Allowance the allowance shall be payable from the date the employee commenced to perform the higher duties.

#### **32.4 Full Performance of Duties of Higher Office**

Where an employee performs the full duties of a higher office the employee shall be paid an allowance equal to the difference between the salary of the employee and the salary payable had the employee been promoted to the higher office.

#### **32.5 Partial Performance of Duties of Higher Office**

Where an employee performs a portion of the duties of a higher office the employee shall be paid an allowance equal to that proportion of the difference between the salary of the employee and the minimum salary of that position of which the employee is performing a portion of the duties. The proportion shall equate with the proportion of the duties of the higher position performed.

#### **32.6 Higher Duties Allowance - Junior Employees**

**32.6.1** Where a junior employee performs the duties of a higher office for which junior salary rates are prescribed the employee shall be paid an allowance equal to the difference between the employee's age in the employee's own office and the salary rate for the employee's age in the higher office.

**32.6.2** Where a junior employee performs the duties of a higher office for which junior rates are not prescribed the employee shall receive an allowance as provided by sub-clauses 32.4 and 32.5.

**32.6.3** Where in the opinion of the University a junior employee performs the work of an adult employee the rate payable shall be the rate prescribed for an adult employee in the same classification.

### **32.7 Higher Duties Allowance - Aggregate Period Exceeds 12 Months**

Where an employee performs the duties of a higher office for periods that are not continuous but in aggregate total more than 12 months, the employee shall upon completion of each period totalling 12 months be granted salary increments applicable to the higher office provided that:

**32.7.1** for the first increment the total 12-month period of higher duties is completed within the 24 months preceding that completion;

**32.7.2** for subsequent increments the total requisite period in which higher duties are performed is completed within a period of time equal to twice the total period of performance of higher duties that immediately precedes that completion;

**32.8** For the purpose of sub-clause 32.7, where an employee performs the duties of another office having the same or higher classification than the higher office for which the employee was receiving a higher duties allowance, these duties shall be deemed to be performance of duties in that higher office.

### **32.9 Higher Duties Allowance - Period Of Higher Duties Counts On Subsequent Ongoing Appointment**

Where an employee who is performing the duties of a higher office is promoted to that office the employee shall not suffer any reduction in remuneration and shall receive the same increments as if the employee had during the period of temporary service in the higher office been the occupant of that office.

**32.10** Where an employee is promoted to an office and prior to promotion had performed the duties of higher office of the same classification as the office to which the employee is promoted but is not performing those duties when promoted, the period for which the employee performed those duties shall be taken into account for the purposes of incremental advancement in the same manner as it would have been taken into account under sub-clause 32.7 if the employee had not been promoted.

**32.11** Where an employee who is or has been performing the duties of a higher classification than the office the duties of which the employee is or has been temporarily performing the remuneration of the employee upon promotion shall be the same as the remuneration which the employee would have received had this period of service in the higher office been service in the office of lower classification.

### **32.12 Higher Duties - Employee Takes Approved Leave**

An employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause, shall continue to be paid such an allowance if the management certifies that the allowance would have been paid but for the granting of the leave provided that:

**32.12.1** where the leave with pay is less than leave on full pay payment of the allowance shall be made on a pro-rata basis;

**32.12.2** where an employee has received an allowance in respect of acting in an unbroken series of higher positions up to the time of proceeding on leave with pay, the employee shall continue to receive the allowance during the leave if management certifies that the allowance would have been paid in respect of acting in any one of those positions but for the granting of leave.

**32.13** Where an employee who in accordance with a duty roster regularly relieves in a higher classified position during any rostered days off, if the occupant of that position proceeds on paid leave (other than long service leave) and the Head of Management Unit certifies that but for the proceeding on the paid leave the employee would have been entitled to be paid higher duties allowance for duty performed as part of the employee's normal rostered duty during the period of such leave, the employee shall be paid in respect of such leave the higher duties allowance which would have accrued to the employee in accordance with the roster, provided that where the leave with pay is less than leave on full pay, payment of the allowance shall be made on a pro-rata basis.

**32.14** When higher duties allowance payments are included in leave with pay in accordance with sub-clause 32.12 and 32.13 the leave periods in respect of which the payments are included shall be service for the purpose of the granting of increment in accordance with this clause.

### **32.15 Higher Duties - Miscellaneous Provisions**

An allowance payable to an employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowances including overtime.

### **32.16 Employee Not Penalised for Refusal of Higher Duties**

An employee shall not be penalised in any way for a refusal to perform higher duties.

## **33. OVERTIME**

Overtime - means time authorised to be worked by an employee in excess of or outside of the ordinary hours of duty of the employee

The University may require a staff member to work reasonable overtime at overtime rates, on reasonable notice. 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:

1. Any risk to the staff member's health and safety;
  2. The staff member's personal circumstances including any family responsibilities;
  3. The needs of the workplace and enterprise;
  4. 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

### **33.1 Operation of Overtime Provisions**

**33.1.1** All authorised time worked in excess of or outside the ordinary hours of duty required by clause 29 shall be overtime and be paid for in accordance with this clause.

**33.1.2** No employee shall be required to work excessive overtime on a regular basis as part of operational procedure.

### **33.2 Each Day Stands Alone for Overtime Purposes**

Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside the fixed hours.

### **33.3 Application of Overtime - Flexible Ordinary Hours**

Where daily ordinary hours are flexible the total hours worked in a work cycle, as defined by clause 28 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

### **33.4 Continuous Overtime After Midnight**

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

### **33.5 Non - Continuous Overtime After Midnight**

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

### **33.6 Overtime Calculated to Nearest Quarter of an Hour**

Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.

### **33.7 Time Off In Lieu (TOIL) Of Overtime Applicable Where Salary In Excess Of Minimum Salary Payable To HEW 8**

**33.7.1** An employee in receipt of a salary in excess of that prescribed for the minimum rate payable to HEW 8 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.

**33.7.2** Where TOIL is accumulated in lieu of payment for overtime, such TOIL will be taken within 3 months of accrual, or where agreed by the work unit, 6 months. Where TOIL has accrued and not been taken as provided in this sub-clause, that TOIL shall be paid out at overtime rates provided in sub-clause 33.10.

**33.8** The salary of an employee for the purposes of computation of overtime shall not include shift work allowances or casual loading but shall include higher duties allowances and any other allowances in the nature of salary.

**33.9** Payment for overtime calculated for any period in accordance with the provisions of this clause shall not be subject to any limitations in amount within a work cycle.

**33.10 Overtime - Applicable Rates**

**33.10.1** Other than shift employees -

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

**33.10.1(ii)** for overtime worked on Sunday, ordinary rate plus 100%

**33.10.1(iii)** for overtime worked on a holiday - ordinary rate plus 150%

**33.10.2 Shift Employees**

**33.10.2(i)** except on a holiday - ordinary rate plus 100%

**33.10.2(ii)** on a holiday - ordinary rate plus 150%.

**33.10.3** An employee in receipt of a salary not exceeding that prescribed for the minimum rate payable for a HEW 8 classification, may by mutual agreement between the employee and the University reached prior to overtime being worked, take time off in lieu of overtime payment such time being calculated in accordance with the overtime rates applicable.

**33.11 Recall To Duty**

**33.11.1** An employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of three hours payment in respect of that overtime notwithstanding the period of duty may be less than three hours.

**33.11.2** Where more than one overtime attendance is involved the minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

**33.12 Overtime - Ten-Hour Break**

**33.12.1** An employee required to work so much overtime that there is not a break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after the completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release shall be without loss of pay for scheduled ordinary duty occurring during such absence.

- 33.12.2** An employee required to resume or continue work without having had at least 10 consecutive hours plus reasonable travelling time off duty shall be paid at the rate of ordinary rate plus 100% unless released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.
- 32.12.3** For the purpose of this clause "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the employee to the place of work and back.

## **GENERAL STAFF RE-CLASSIFICATION - GENERAL STAFF ONLY**

### **34.1 Basis for Re-classification**

A general staff employee may apply for the re-classification of their position on the basis that:

- 34.1.1** A revised organisational structure has been proposed which requires the review of all positions and their classifications; or
- 34.1.2** The duties and responsibilities of an existing position have changed substantially so as to suggest that the position may no longer be appropriately classified. These changes are expected to be on going and therefore the reclassification should be permanent.
- 34.1.3** The applicant has not applied for a review of their classification within the previous twelve months unless a substantial change in duties and responsibilities occurs within that period.
- 34.1.4** The staff member is employed at level four and five has reached the maximum salary point for this level

### **34.2 Determining Position Description**

The following process applies when a re-classification claim occurs or when a review is required in accordance with clause 26:

- 34.2.1** Where a general staff member applies for the reclassification of their position to their direct supervisor/ manager or a review is required in accordance with clause 26, the immediate supervisor of a position is responsible for preparing the position description.
- 34.2.2** Where a position is occupied it is expected that the incumbent will also have input into the review of the position description.
- 34.2.3** The position description subject of an application for re-classification should be agreed between the Manager/ Supervisor and incumbent, and signed by them to indicate that the position is appropriately described at the time of preparation.
- 34.2.4** The Head of Organisational Unit shall sign the position description to indicate proper consultation.

**34.2.5** When agreement cannot be reached on the contents of a position description, or the Head of Organisational Unit withholds approval, the Classification Appeals Process shall apply.

**34.2.6** The effective date of a classification/reclassification will be the date of lodgement of the application.

### **34.3 Timeframes for Processing a Re-classification**

Proposals, with any comments or recommendations, are to be forwarded by or through the management unit to Human Resources within a week of agreement. Human Resources will check the application to ensure that all relevant information is provided and will consult with the position's supervisor and/or applicant as necessary.

#### **34.4.1 Submission of Materials**

The proposal will be submitted to the full Classifications Committee for consideration within 28 days of lodgement of an application. The Committee may consult with relevant persons in its deliberations.

#### **34.4.2 Notification of Re-classification Claim**

The Human Resources Department will notify the Head of Management Unit and affected staff in writing within five working days of the decision.

### **34.5 Swinburne Classifications Committee**

#### **34.5.1 Membership of the Committee**

The Swinburne Classifications Committee shall comprise the following members:

**34.5.1(i)** Up to two members of staff as nominated by the University;

**34.5.1(ii)** Up to two members of staff as nominated by the union.

Where conflict of interest exists, such committee members shall withdraw their membership of the committee for the application in question.

#### **34.5.2 Consideration of the Re-classification**

**34.5.2(i)** The process of decision making will be by consensus. In the unlikely event that consensus cannot be reached within a period of one month from the Classifications Committee's first consideration of the classification request a new classification committee shall be established.

**34.5.2(ii)** Where the classification committee is re-constituted, and a decision is unable to be reached by either Committee by consensus, the re-classification claim together with all relevant written submissions and materials will be forwarded to the relevant Deputy Vice-Chancellor/ Vice-President/Pro Vice-Chancellor for determination

- 34.5.2(iii)** The Committee shall normally meet as required depending on the volume and urgency of submissions.

## **34.6 Classification Appeal Process**

### **34.6.1 Criteria for Appeal**

#### **34.6.1(i) Disputes Over Contents of Position Description**

The Appeals Committee is empowered to resolve disputes over the contents of a position description. Where the members of the appeal committee have been involved in the resolution of a dispute over the contents of a position description, they are disqualified from membership for the appeals committee, should an appeal be lodged in relation to that position.

#### **34.6.1(ii) Review of Classification Committee**

Any incumbent of a position may seek reconsideration of the decision of the Classifications Committee in respect to his/her own position on the following grounds:

##### **34.6.1(ii)**

- (a) procedural irregularity;

##### **34.6.1(ii)**

- (b) to put before the Committee relevant information either not provided or not available at the time the application was first heard.

The appellant may on request have access to any relevant information including a workplace inspection or discussion with the appropriate supervisor/ manager, head of department or manager.

### **34.6.2 Classification Appeal Committee**

The request for reconsideration shall be examined by a committee comprising:

- 34.6.2(i)** One member of staff nominated by the Vice-Chancellor;
- 34.6.2(ii)** One member of staff nominated by the union.
- 34.6.2(iii)** An independent chair selected in accordance with clause 55.

### **34.6.3 Timeframe for Appeal Committee**

- 34.6.3(i)** Appeals are to be lodged with the Human Resources within 10 working days of the date of advice to the position incumbent of the classification decision.
- 34.6.3(ii)** An Appeals Committee shall be convened within 15 working days of an appeal being lodged and is required to reach a decision within 10 working days of its first meeting. The decision shall be by a majority of the Appeals Committee.

- 34.6.3(iii)** The appellant shall be advised of the decision of the Appeals Committee within five working days of the decision being made.

#### **34.6.4 Findings of the Appeal Committee**

An Appeals Committee may determine that:

- 34.6.4(i)** there was a procedural irregularity and that the classification should be referred back to the Classifications Committee for further review;
- 34.6.4(ii)** that information not previously available may affect the classification and that this information should be referred to the Classifications Committee for consideration and a further recommendation as to the appropriate classification;
- 34.6.4(iii)** the appeal does not meet the necessary grounds for appeal as outlined above and should therefore be dismissed.

#### **34.7 Review of New Positions**

The University will ensure that any new position description are submitted to the Classifications Committee within 12 months of initial staffing. The availability of such a review will not preclude the incumbent from exercising their right to seek a reclassification of the position earlier if they think it to be merited.

### **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **35. GENERAL PROVISIONS**

**35.1.1** Unless otherwise stated, these provisions do not apply to casual employees.

**35.1.2** Unless otherwise stated, leave shall be paid leave on full salary.

**35.1.3** These provisions shall apply on a pro-rata basis for employees employed less than the specified full time hours per week and/or less than 52 weeks per annum.

**35.1.4** The following shall count as service in determining the entitlement of an employee to leave and for all other purposes:

- 35.1.4(i)** any period of paid leave with long service leave taken on half pay counting as normal service;
- 35.1.4(ii)** any continuous period of sick leave without pay not exceeding twenty working days;
- 35.1.4(iii)** any period of sick leave without pay not exceeding, in the aggregate, twenty working days in any year of service;

- 35.1.4(iv)** any period of paid maternity leave not exceeding 52 weeks;
  - 35.1.4 (v)** any period of paid adoption leave not exceeding 52 weeks;
  - 35.1.4(vi)** any period of leave without pay for the purpose of contesting elections to Federal or State Parliament;
  - 35.1.4(vii)** any period of arbitration leave without pay;
  - 35.1.4(viii)** any period of leave related to workers compensation for academic staff employees;
  - 35.1.4(ix)** any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service;
- 35.1.5** For the purpose of determining an employee's entitlement to long service leave where the employee's service is not continuous the aggregate period of service including service recognised from previous Universities shall count as service.
- 35.1.6** Where a public holiday occurs during the period an employee is absent on annual leave and such a holiday is observed by the University no deduction shall be made for that day from the employee's annual leave credits.
- 35.1.7** Where an employee with accrued sick leave credits is ill for two or more consecutive working days whilst absent on annual leave, the employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration by the employee is submitted for the period of illness, be placed on sick leave and no deduction shall be made from annual leave credits for the days in question.

## **36. ANNUAL LEAVE**

### **36.1 Annual Leave Entitlement**

An employee shall be entitled to annual leave of twenty working days for each completed year of service from the date of appointment.

### **36.2 Allocation of Annual Leave**

The time of taking annual leave shall be by mutual agreement between the employee and management, except, with the approval of the University, an employee may accumulate annual leave up to a maximum of 40 working days, provided that:

- 36.2.1** the employee shall be entitled to take up to twenty working days annual leave as a single continuous period;
- 36.2.2** the employee may be granted annual leave in advance of the date on which the employee accrues an entitlement to twenty working days but all such leave shall, to the extent of the employee's entitlement be completed prior to the date on which the employee accrues a further twenty working days.

**36.2.3** if the employee and the management are unable to agree upon the time of taking of leave, the matter shall be referred to the University for final resolution.

### **36.3 Entitlement - Academic Staff only**

**36.3.1** Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.

**36.3.2** Entitlements to annual leave will be credited one year in advance on the first day of January each year.

**36.3.3** An employee who is appointed after the first day of January shall be credited with pro-rata annual leave.

**36.3.4** Employees that accrue leave in excess of 40 days may be directed to take leave that reduces their leave entitlement to 30 days and have this leave deducted from their leave balance. However, before such direction is given, the employee will be advised in writing that they are required to take annual leave within one month of the date of written advice. The employee will be given the opportunity to take the annual leave.

### **36.4 Entitlement (Seven Day Shift Workers Only)**

An employee whose ordinary hours of duty are performed over seven days a week, including public holidays, shall be granted annual leave credits in addition to the relevant entitlement set out in subclause 36.1 as follows:

<b>Number of Sundays Worked (Per Calendar Year)</b>	<b>Additional Leave Entitlement (Per Calendar Year)</b>
10 or more days	5 days
Less than 10 days	0.5 days per Sunday

The additional annual leave prescribed above shall be exclusive of non working days and holidays.

### **36.5 Annual Leave Loading**

**36.5.1** Employees are entitled to a 17.5% loading, at the rate of twenty working days for each completed year of service, from the date of appointment subject to a maximum payment of the equivalent of the Commonwealth Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the date of accrual.

**36.5.2** Annual leave loading is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, overtime and penalty rates). Leave loading will be payable on the first pay period in December each year or on the date of termination of employment.

**36.5.3** An employee whose employment commenced after 1 December in any year and / or terminated before 30 November will be paid the annual leave loading calculated for each completed month of continuous service

## **36.6 Annual Leave Cash Out**

**36.6.1** In circumstances of extraordinary hardship, an Employee may on only one occasion throughout the life of the agreement elect to cash out up to two weeks' (ten days if the Employee is a full-time Employee, pro rata of the full-time entitlement to ten days if the Employee is a part-time Employee), annual leave per year at the rate equivalent to what the Employee would have received for working their ordinary hours during the period to be cashed out if:

(i) the Employee gives written notice to the University stating that the Employee wishes to forego the annual leave; and

(ii) the University agrees to allow the Employee to forego the annual leave.

**36.6.2** If an Employee wishes to forego an entitlement to take an amount of annual leave (in accordance with this clause) the University will pay the Employee, within a reasonable time, the amount of pay the Employee is entitled to receive in lieu of the amount of annual leave.

## **37. PERSONAL LEAVE**

### **37.1 Personal Leave Entitlement**

Employees will be credited with 30 days personal leave upon appointment, or a pro-rata amount where the contract is for less than two years, which may be taken immediately and in full. No further personal leave will accrue until the employee has completed two years of service, at which time an employee will be entitled to personal leave of 15 working days for each year of service. Personal leave shall accumulate if not taken.

An employee is entitled to take personal leave in the following circumstances:

### **37.2 Sick Leave**

**37.2.1** Sick leave equal to his/her personal leave entitlement. Sick leave of more than three consecutive working days (including weekends and public holidays) or a total of 6 or more working days in any year of service, must be supported by a certificate from a medical practitioner or a statutory declaration stating the nature of the illness and the period or approximate period for which sick leave is required.

**37.2.2** The University will recognise prior service/ sick leave credits only with other publicly funded Australian universities or Technical and Further Education Institutes, for the purpose of sick leave, provided that the break in service between leaving the former University or Institute and commencing with Swinburne University is less than two months. Service in other circumstances may be recognised at the discretion of the Vice-chancellor or nominee.

**37.2.3** Where a public holiday falls during a period of sick leave and that holiday is observed by the University, no deduction shall be made from the sick leave credits of an employee for that day.

**37.2.4** A general staff employee may convert sick leave on full pay to sick leave on half pay.

### **37.3 Isolation Leave**

An employee 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, shall be granted isolation leave on full pay for the period that the employee is required to be absent and shall not have such leave deducted from sick leave credits.

### **37.4 Bereavement Leave**

Three days paid bereavement leave on any occasion on which a member of the employee's immediate family, or household dies or gets an injury or illness that threatens their life. An additional period of up to 5 days unpaid bereavement leave (where she/he has used all personal leave entitlement).

Casual employees are entitled to three days unpaid bereavement leave for each occasion on which they need it.

Where the period of bereavement leave entitlement is inadequate due to special circumstances, such as a delayed funeral or the necessity of the employee undertaking extensive travel, the employee may request further paid leave.

### **37.5 Carer's Leave**

Carer's leave, equal to his/her personal leave entitlement, is accessible to employees in circumstances genuinely related to carer responsibilities.

The employee must, if required by the University, provide a medical certificate or statutory declaration for the illness of the person concerned and that the illness is such as to require care by another.

Casual employees are entitled to 2 days unpaid carer's leave for each occasion they need it.

### **37.6 Special Repatriation Leave**

An employee shall be entitled to be granted special repatriation leave for illness due to disabilities certified by the Department of Veterans Affairs as having directly resulted from war service. Such leave shall be granted with full pay up to 15 days during each year of service and shall not be deducted from sick leave credits. Such leave shall accumulate if not taken provided that the total of the accumulated leave shall not exceed 100 days.

## **38. PARENTAL LEAVE**

Subject to the terms of this clause employees (other than casual employees) are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

For the purpose of this clause, "eligible casual employee" is defined as a person who has been engaged on a regular and systematic basis for 12 months who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

### **38.1 Maternity Leave**

**38.1.1** A staff member who becomes pregnant is entitled to a period of up to 52 weeks maternity leave. This maternity leave shall be taken within the period from 20 weeks before the expected date of delivery to 52 weeks after the commencement of the period of paid leave.

**38.1.2** Additional unpaid leave may be negotiated if the staff member's pregnancy results in a multiple birth, or a child with a severe disability or congenital illness.

### **38.2 Adoption Leave**

A staff member who adopts a child is entitled to a period of up to 52 weeks adoption leave, commencing from the date of placement of the child.

### **38.3 Conditions for Maternity and Adoption Leave**

**38.3.1** Where the staff member has completed less than twelve months service at the time the leave is to begin, one week for each completed month of service of this maternity or adoption leave will be on full pay.

**38.3.2** Where the staff member has completed twelve months service at the time the leave is to begin, 14 weeks of this maternity or adoption leave will be on full pay and the remaining 38 weeks of maternity or adoption leave shall be paid at the rate of 0.6 of salary.

**38.3.3** For part-time staff members, the paid portion of the leave will be paid at the proportionate fractional rate of pay.

**38.3.4** By agreement between the staff member and his/ her supervisor, the fourteen weeks paid maternity or adoption leave entitlement may be taken at 28 weeks at half pay. All leave accruals and superannuation contributions during the period of paid maternity or adoption leave at half pay will be on a pro-rata basis.

**38.3.5** If requested by the staff member, any paid proportion of maternity or adoption leave may be paid as a lump sum.

**38.3.6** Eligible casual employees are entitled to 12 months unpaid maternity or adoption leave.

### **38.4 Partner Leave**

Staff members are entitled to partner leave as follows:

- 38.4.1** Where the staff member is not to be the primary care-giver of the child, she or he will be entitled to 15 working days paid partner leave, to be taken during the period three months prior to and three months after the birth or placement of the child. For fractional or part-time staff members, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
- 38.4.2** Where the staff member is to be the primary care-giver of the child, she or he will be entitled to leave in accordance with clause 38.4.1 above, and a further unbroken period of 49 weeks unpaid leave. This entitlement shall be reduced by any period of maternity or adoption leave taken by the staff member's partner and shall not be taken at the same time as that maternity or adoption leave, except during the three weeks following the birth or placement of the child.
- 38.4.3** Additional unpaid leave may be negotiated if the pregnancy in respect of which the staff member is taking parental leave results in a multiple birth.

### **38.5 Foster Parent Leave**

A staff member acting as the primary care giver of a foster child will be entitled to:

- 38.5.1** if the child is younger than five years of age, six weeks on half pay;
- 38.5.2** if the child is five years of age and over, three weeks on half pay,  
from the time that the child enters his/her care.

### **38.6 Child Rearing Leave**

- 38.6.1** In addition to and following on from any other form of parental leave, a further 52 weeks child-rearing leave without pay shall be made available to staff members for the care of pre-school age children, up to the age of 6 years.
- 38.6.2** A request for child rearing leave must be made at least three months in advance of the planned commencement of leave.
- 38.6.3** Staff may apply for an extension to child rearing leave beyond the 52 weeks entitlement. Applications for any such extension must be made at least three months prior to the expiration of the period of child rearing leave, and will be assessed taking into account any special circumstances that may apply. If any such extension is granted, the University and the staff member shall negotiate arrangements for return to work, and 38.11.2 below shall not apply.

### **38.7 General Conditions of Leave**

- 38.7.1** A staff member who has taken maternity leave shall not be eligible for partner leave in respect of the same child.

**38.7.2** A staff member's maternity leave entitlement shall be reduced by any period of unpaid partner leave taken by the staff member's partner.

**38.7.3** Upon return from any period of maternity / adoption / child-rearing leave, an employee is required to complete a further 12 months service to be eligible for maternity / adoption / child-rearing leave as outlined.

Where an employee has completed less than 12 months service since returning from maternity / adoption / child-rearing leave, for a further period of maternity / adoption leave an employee will be entitled to one week of paid leave for each month service since returning to work and additional unpaid leave of up to 52 weeks duration.

For the purpose of clause 38.3.2 a staff member is required to return to work from parental leave, either full time or part time for at least 12 months before being eligible for the full parental leave entitlement.

**38.7.4** Adoption leave may be taken by either parent, but not by both concurrently, except during the fourteen week period immediately following the placement of the child.

**38.7.5** A staff member's adoption leave entitlement shall be reduced by any period of fully paid adoption leave taken by the staff member's partner.

**38.7.6** Adoption leave may not be accessed for a child who has been living with the partner of a staff member prior to the staff member adopting the child.

**38.7.7** Appropriate certification relating to the birth or adoption of the child and, where appropriate, the staff member's legal responsibility must be produced if required by the University.

**38.7.8** A staff member may, by consent with their manager, return to work during the period of parental leave at 38 weeks at 0.6 salary or unpaid parental leave. A staff member will not be able to work more than a full time fraction with the combination of parental leave and work. Any approved work will be paid at the staff members current rate of pay, unless otherwise agreed.

## **38.8 Fixed-term Appointments**

**38.8.1** Where an appointment has a fixed termination date, the staff member's entitlement to parental leave ceases from that date, except as provided in 38.8.2 and 38.8.3.

**38.8.2** Where a staff member is on a fixed term contract and her contract expires when she is at least 20 weeks pregnant, and her employment does not continue beyond the date of expiry, she shall be entitled to the full paid maternity leave entitlement subject to fulfilling any eligibility requirements unless:

- a). she was offered and refused another contract of broadly comparable employment; or
- b) the work she had performed under the fixed term contract is no longer being performed at all.

**38.8.3** Where a staff member employed on a fixed term contract is on maternity leave at the expiry of an initial contract and is subsequently employed on another employment contract after a gap in time, she shall be entitled to the full paid maternity leave entitlement subject to fulfilling any eligibility requirements.

### **38.9 Continuity of Service**

**38.9.1** Approved parental leave shall not break continuity of employment. The portion of parental leave taken as unpaid leave shall count as service for the purposes of determining eligibility for any annual or long service leave entitlements, but not for the calculation of any such entitlements.

**38.9.2** Normal incremental advancement within salary classifications shall continue during periods of parental leave.

### **38.10 Unplanned Cessation of Parental Leave**

**38.10.1** If parental leave has commenced, or has been applied for but not commenced, and:

1. in the case of maternity leave, the pregnancy of the staff member terminates other than by the birth of a living child, or the staff member's child dies during the period that the staff member is on leave; or

2. in the case of adoption leave, the child dies during the period that the staff member is on leave;

the staff member shall be entitled to fourteen weeks paid leave, and unpaid leave up to a period of twelve weeks or such longer period as may be certified by a medical practitioner up to a maximum of 52 weeks.

**38.10.2** Where partner leave has commenced and the child dies during the period that the staff member is on leave, the staff member shall be entitled to up to ten days unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of four weeks, in addition to any period of compassionate leave.

**38.10.3** Where child rearing leave has commenced and the child dies during the period the staff member is on child rearing leave, the staff member shall be entitled to fourteen weeks unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of 52 weeks, in addition to any period of compassionate leave.

### **38.11 Resumption of duty**

**38.11.1** The parties agree that one of the benefits of providing effective leave around maternity and child rearing is to positively encourage staff to return to work in normal circumstances. Therefore the parties agree that good practice industrial principles should apply, including guaranteeing that staff can return to their existing position and level or alternative position and level with no disadvantage after embarking on parental leave.

**38.11.2** Except in the circumstances set out at 38.6.3, a staff member returning to duty from parental leave shall be entitled to return to the position held

immediately before taking parental leave. If that position no longer exists the University shall employ her/him in a position commensurate with the classification and duties for which he/ she is qualified, provided that the position is at the substantive grade held prior to commencement of parental leave.

- 38.11.3** Except in the circumstances set out at 38.6.3, a staff member returning to duty from parental leave shall be afforded the right to request to return from a period of parental leave to the position held immediately before taking parental leave on a part-time basis until the child reaches school age. The University shall consider the request having regard to the employee's circumstances and provided that the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 38.11.4** A staff member on parental leave will be consulted concerning any significant change in responsibilities of the position she or he held before commencing parental leave.
- 38.11.5** A staff member returning to duty after working a reduced time fraction because of the pregnancy shall be returned to the position and time fraction held immediately prior to working part-time. Where it is not feasible to return the staff member to the same position, the staff member shall be placed in a position as nearly comparable to that of the former position.
- 38.11.6** Staff may negotiate return to work from a period of parental leave earlier than the date originally approved.
- 38.11.7** An employee must provide their supervisor with written confirmation of their intention to return to work at least four weeks before the expiry of parental leave.

#### **38.12 Part Time Parental Leave**

- 38.12.1** A full-time staff member on a period of parental leave (excluding child rearing leave) may apply for part-time parental leave.
- 38.12.2** Part-time parental leave may commence no earlier than the completion of any paid component of parental leave.
- 38.12.3** The maximum period of part-time parental leave following any one confinement or adoption will be limited to 52 weeks from the end date of the parental leave.
- 38.12.4** Part-time parental leave will automatically cease if the staff member proceeds on a new period of parental leave. Payment for such further parental leave shall be at the fractional rate applicable at the time the staff member proceeds on the new period of parental leave.
- 38.12.5** If it is not practicable for a staff member to resume work on a fractional basis in the position which he/she previously occupied prior to taking

parental leave, the staff member will be so advised. If in such circumstances the University identifies a suitable vacant position to which the staff member may be placed on a fractional basis, and the staff member agrees, the staff member will be placed in the alternate position and be paid the appropriate fraction of the salary applicable to her/his former substantive position for the period of part-time parental leave.

**38.12.6** At the conclusion of the period of part-time parental leave, the staff member shall return to her/his substantive position on a full-time basis. If the former position occupied by the staff member prior to taking parental leave no longer exists, the staff member will be offered an equivalent graded position subject to provisions relating to management of change elsewhere in this Agreement.

### **38.13 Use of Leave**

**38.13.1** The taking of parental leave does not reduce staff members' entitlements to annual leave, long service leave, TOIL or RDOs. Staff members may elect to cover any of the period of unpaid parental leave, including the period of 38 weeks at 0.6 salary, with or add to their unpaid parental leave by taking annual and / or long service leave, and / or TOIL, and / or RDO's during or adjacent to any period of unpaid parental leave. If such annual leave, long service leave, TOIL or RDOs are to be taken, the normal notice requirements for the taking of that leave apply.

**38.13.2** Staff may also access their sick leave entitlements during or adjacent to any period of parental leave upon satisfaction of the normal requirements for the taking of such leave specified elsewhere in this Agreement.

### **38.14 Implementation**

The University will ensure that its budget procedures do not cause any direct or indirect discrimination.

### **38.15 Maternity Leave - University may Direct Employee to Take Leave within Six Weeks of Birth**

Unless otherwise agreed between the University and the employee, an employee may commence, and the University may direct the employee to commence parental leave at any time within six weeks immediately prior to the expected date of birth provided that at least fourteen working days notice shall be given to the employee.

### **38.16 Employee Able to Work within Six Weeks of Birth with Medical Certificate**

If an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the University may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### **38.17 Maternity Leave - Notice Provisions**

An employee must provide the University with written notice of the date upon which she proposes to commence maternity leave and the period of leave to be taken. This must be provided to the University ten weeks prior to the commencement of maternity leave, save that management may waive the requirement for notice.

### **38.18 Special maternity leave and sick leave**

**38.18.1** An employee on maternity leave that contracts illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration, be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid maternity leave expires.

**37.18.2** If the pregnancy of an employee terminates after 20 weeks and the employee has not commenced maternity leave at that time, the employee may take special paid maternity leave as provided by sub-clause 38.18.1 where a registered medical practitioner certifies as necessary.

### **38.19 PATERNITY LEAVE - Notice requirements**

**38.19.1** The employee must, at least ten weeks prior to each proposed period of leave, provide the University with a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth or states the date on which the birth took place;

**38.19.1(i)** a statutory declaration which states:

- (a) that the employee will take that period of paternity leave to become the primary care giver of a child;
- (b) particulars of any period of maternity leave sought or taken by his spouse; and

**38.19.1(ii)** written notice of the dates on which the employee proposes to start and finish the period of leave.

**38.19.2** The employee must immediately notify his University of any change in the information provided to the University under this clause.

**38.19.3** An employee is not in breach of this clause because he fails to give the required notice for any of the following reasons:

**38.19.3(i)** the birth occurs earlier than the expected date; or

**38.19.3(ii)** the mother of the child dies; or

**38.19.3(iii)** other compelling circumstances.

## **38.20 Adoption Leave - Notice requirements**

**38.20.1** Before taking adoption leave, an employee must provide the University with:

- (a)** a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes or a statement from the appropriate Government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b)** in relation to any proposed period of adoption leave, a statutory declaration stating:
  - (1)** the employee is seeking adoption leave to become the primary care giver of the child;
  - (2)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (3)** for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

### **38.20.2 Special adoption leave**

**38.20.2(i)** The University may grant any employee who is seeking to adopt a child up to two days unpaid leave to allow the employee to attend any compulsory interviews or examinations as part of the adoption procedure.

**38.20.2(ii)** The University can require the employee to take any paid leave available to the employee in lieu of special leave.

## **38.21 Variation of period of parental leave**

**38.21.1** Provided the maximum period of parental leave does not exceed the period provided for in 38.1 an employee may apply to his or her University to extend the period of parental leave on one occasion, or on more than one occasion by agreement with the University.

**38.21.2** The employee must give at least 14 days written notice to the University of the period by which the leave is to be extended.

**38.21.3** The period of parental leave may, with the consent of the University, be shortened by the employee giving at least 14 days written notice of the period by which the leave is to be shortened.

## **39. LONG SERVICE LEAVE**

### **39.1 Entitlement**

An employee, including casual employees shall be entitled to long service leave of thirteen weeks after ten years service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay provided that

the employee may elect to convert all or part of his or her period of entitlement to double the period by taking leave on half pay.

- 39.2** Any period of casual employment shall count for the purposes of qualifying service and determination of entitlement to long service leave. Such service may include breaks in employment:
- (a) of no more than 3 months; or
  - (b) of more than 3 months between two particular instances of employment, but where the length of the absence is due to the terms of the engagement of the employee by the employer; or
  - (c) of any other period if the absences between instances of employment are due to the seasonal nature of the employee's employment and the period of any such breaks shall be counted for the determination of entitlement and qualification for long service leave except where the period of the break is longer than the period between 2<sup>nd</sup> Semester and 1<sup>st</sup> Semester over Summer. Where the period of the break is longer than that period the period shall not be counted for the determination of entitlement and qualification for long service leave.

### **39.3 Calculation of Service for the Purpose of Long Service Leave Entitlements**

For the purpose of determining an employee's entitlements to long service leave, the following shall not count as service:

- 39.3.1** 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 employee retires on the grounds of age or ill-health;
- 39.3.2** any period of service for which payment in lieu of long service leave has been made by a previous University or for which an employee has an entitlement to payment in lieu by a previous University, provided that any such period of service shall be included for the purpose of satisfying the requirement in 39.1 hereof that a minimum of ten years be served before long service leave may be taken.

### **39.4. Recognition Of Prior Service For Long Service Leave**

- 39.4.1** For all employees commencing employment with the University on or after the date of certification of this Agreement, the University will recognise prior service only with other publicly funded Australian Universities or Technical and Further Education Institutes, for the purpose of long service leave credits, provided that the break in service between leaving the former University or TAFE and commencing with Swinburne University is less than two months. Service in other circumstances may be recognised at the discretion of the Vice-Chancellor or nominee.
- 39.4.2** Entitlements of employees engaged prior to the date of certification of this Agreement, who have had prior service recognised and recorded, are not affected by the operation of this clause.

### **39.5 Minimum Service Prior to Taking Long Service Leave when Service from Previous University is Recognised**

Where service with another University is recognised for long service leave credit, the University may require that a period of service with the University not greater than three years be completed before an employee is eligible to take long service leave.

### **39.6 Credit for Illness whilst on Long Service Leave**

Where an employee with accrued sick leave credits becomes ill for two or more consecutive working days whilst on long service leave the employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration from the employee is submitted for the period of the illness, be entitled to be placed on sick leave and no deduction shall be made from long service credits for the days in question.

### **39.7 Public Holiday whilst on Long Service Leave**

Where a public holiday occurs during the period that an employee is absent on long service leave and such holiday is observed by the University, no deduction shall be made for that day from the employee's long service leave credits.

### **39.8 Entitlement to Long Service Leave upon termination of employment**

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

**39.8.1** the employee's employment at the University terminates after seven or more years or more service, including recognised service with another University;

**39.8.2** after four years service at the University the employee retires on the grounds of age or ill-health or the employee dies.

### **39.9 Calculation of Payment in Lieu of Long Service Leave**

Where payment is made in lieu of long service leave, the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.

### **39.10 Notice to Take Long Service Leave - Employee Request**

Subject to sub-clauses 39.7 and 39.8, an employee who has qualified for long service leave shall be entitled to take long service leave at a time of his or her choosing, providing that at least six months written notice of such leave is given and, in the absence of such notice, the authorised officer consents.

### **39.11 Notice to Take Long Service Leave - University Direction to Academics Only**

Where an academic employee has accumulated a long service leave entitlement in excess of 4.5 months, the Head of Management Unit may give the employee written notice to take up to three months of such leave, at a time convenient to the needs of the University, provided that:

- 39.11.1** the Head of Management Unit shall give the employee written notice of at least twelve months of the date on which leave must commence;
- 39.11.2** the employee shall not be required to take long service leave within 24 months of the intended date of retirement of the employee;
- 39.11.3** the minimum period of leave the University can require an employee to take shall be six weeks;
- 39.11.4** in any case where an employee has taken leave pursuant to this subclause the authorised officer shall not require the employee to take a further period of long service leave for a period of two years after the end of that period of leave.
- 39.11.5** The coming into operation of these provisions shall not in any way affect or alter existing procedures, practices, legislation or orders in Council of a Governor of a State with regard to long service leave except to the extent that these provisions explicitly provide.

**39.12 Long Service Leave- General Staff Only**

**39.12.1 Notice to Take Long Service Leave - University Direction to General Staff**

Where an employee has had a leave balance of thirteen weeks or more for three years, management may by notice in writing to the employee, direct the employee to take leave or such minimum number of weeks of leave as may be required. Such leave shall be commenced within a period of two years from the issue of such written notice provided that no direction may be issued in respect of service prior to August 1978.

**39.12.2 Long Service Leave to Be Taken in Continuous Periods**

An employee may take all or a portion of the long service leave entitlement of the employee on a continuous basis provided that a minimum continuous period of one month on full pay or two months on half pay shall be taken at any one time.

**39.13 Long Service Leave and Leave to Contest Elections (Academic Staff Employees Only)**

**39.13.1** Where an Academic employee in accordance with clause 40.4- (Leave to Contest Elections), uses all or part of the long service leave entitlements of the employee, no notice of intention to use long service leave credits shall be required from the employee and the requirement for a minimum period of long service leave to be taken as provided by sub-clause 39.10 shall not apply.

**39.13.2** Sub-clause 39.13.1 does not apply to General Staff Employees.

**39.14 Long Service Leave and Removed of Household Goods Leave (General Staff Employees Only)**

**39.14.1** Where an employee in accordance with clause 40.9 - Removal of Household Goods Leave, uses all or part of the long service leave

entitlements of the employee, no notice of intention to use long service leave credits shall be required from the employee and the requirement for a minimum period of long service leave to be taken as per 39.10 hereof shall not apply.

**39.14.2** Sub-clause 39.14.1 does not apply to Academic Staff employees.

## **40. OTHER LEAVE**

An employee is entitled to leave on full pay (unless otherwise specified) in the following circumstances:

### **40.1 Jury Service**

An employee who is required to attend a court for the purpose of jury service shall be entitled to jury service leave for the duration of such attendance.

### **40.2 Defence Forces Leave**

An employee who is a member of the Defence Reserve Forces shall be entitled to leave for the purpose of attending an annual training camp of fourteen calendar days duration. Where the commanding officer of the relevant service unit certifies that such training exceeds fourteen days, an employee shall be entitled to up to eighteen calendar days duration.

### **40.3 Fire Fighting and Emergency Assistance Leave**

An employee who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave for the duration of the participation by the employee in operations.

An employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.

General staff granted fire fighting or emergency assistance leave shall be entitled to a further one day on the completion of the service for the purpose of recovering from such participation.

### **40.4 Leave to Contest Elections**

Where an employee is a candidate for election to Federal or State Parliament, the employee shall be entitled to take leave of absence on a continuous basis for all or part of that period between the date of the close of nominations and the date of the declaration of the poll. Unless the employee elects to use accrued annual or long service leave to cover all or part of the period of absence, such leave shall be without pay.

### **40.5 Leave for Religious, Cultural and Ceremonial Purposes**

An employee shall be entitled to leave of up to three working days unpaid in any calendar year for the purpose of observance of religious or Indigenous Australian

cultural or ceremonial occasions provided that satisfactory evidence, such as a statutory declaration, is submitted to the head of management unit in support of a claim for such leave.

#### **40.6 Study Leave (General Staff)**

To be eligible for study leave, a course of study must be relevant to the employee's position and have the ability to enhance the knowledge, skills and/or expertise of the incumbent. It is the responsibility of the Head of Management Unit to determine whether or not a course of study meets these requirements in order for an employee to have entitlement to this provision.

Study Leave entitlements are as follows:

- 40.6.1** One subject per semester - up to 3 hours per week for the attendance of lectures and tutorials and up to 2 days per annum for the preparing and attending of examinations.
- 40.6.2** Two or more subjects per semester - up to five hours per week for the attendance of lectures and tutorials and up to 4 days per annum for the preparing and attending of examinations.
- 40.6.3** Employees studying via distance education shall be entitled to the stated hours above for the preparation of course work, rather than the attending of lectures or tutorials. Preparing and attending examinations is in accordance with the above-mentioned formula, depending on the number of subjects.

#### **40.7 Court Appearance Leave**

An employee who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his or her employment shall be entitled to leave for the period of such appearance. Leave without pay will be granted to employees required to attend court in another capacity.

#### **40.8 Arbitration Leave**

Employees who are required to attend any proceedings under the Workplace Relations Act 1996 as amended from time to time, or the regulations thereunder, shall be entitled to leave of absence on the following conditions:

- 40.8.1** leave of absence shall not be granted to more than two representatives at any one time in respect of any one such proceeding;
- 40.8.2** leave of absence for conduct of a case shall be with full pay;
- 40.8.3** leave of absence for preparation of a case shall be without pay and shall not exceed three months in any year of service;
- 40.8.4** leave of absence with full pay shall be granted to any employee who is summoned as a witness in proceedings under the Workplace Relations Act 1996 as amended from time to time, or the regulations thereunder. The leave shall be only for such time as that the employee is necessarily absent from duty attending as a witness.

#### **40.9 Removal of Household Goods Leave**

Where an employee is required by the University to perform all or the major part of their duties at a campus or component of the University other than at the employee's previous place of work with Swinburne University and the employee elects to relocate to a residence more convenient, the employee shall be entitled to leave on full pay for up to two working days for the purpose of removal of household goods.

#### **40.10 Leave for Sporting Competitions**

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

#### **40.11 Leave to Accompany a Spouse in Travel – General Staff**

Where an employee's spouse is also employed by the University and the spouse is to travel whilst on long service leave or as part of a Professional Experience Program, Staff Training or the spouse is required by the University to travel, the employee shall be entitled to leave without pay to accompany the spouse provided that:

- 40.11.1** the spouse is to travel overseas;
- 40.11.2** leave shall be granted only for the period to be spent by the spouse in travelling;
- 40.11.3** leave shall be granted on two occasions only subject to the discretion of management to grant further leave;
- 40.11.4** such leave shall take effect only after the employee's accrued long service leave and annual leave credits have been exhausted;
- 40.11.5** satisfactory evidence that the spouse is to travel overseas, together with the period and purpose of overseas travel, is submitted;

#### **40.12 Blood Donor Leave - General Staff**

General staff who elect to donate blood shall be granted leave on full pay for the period of leave required for each attendance.

### **41. TRADE UNION TRAINING LEAVE**

An employee shall be entitled to leave on full pay for the purpose of attending Trade Union courses or seminars, for up to five working days in any one calendar year, and leave on full pay in excess of five working days and up to ten working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding ten working days subject to the following conditions:

41.1.1 that the operating requirements of the University permit the granting of such leave;

41.1.2 that the scope, content and level of the courses are such as to contribute to a better understanding of industrial relations.

41.1.3 Leave of absence under this clause shall be with full pay, exclusive of shift overtime and penalty payments.

## **42. PUBLIC HOLIDAYS**

All employees will be entitled to the following public holidays on a paid basis:

Christmas Day  
Boxing Day  
New Years Day  
Queen's Birthday  
Australia Day  
Good Friday  
Easter Monday  
Easter Tuesday  
ANZAC Day  
Melbourne Cup Day  
and  
Labour Day (general staff)

Any additional days declared or prescribed as public holidays in a State, Territory or Locality.

Where Christmas Day, Boxing Day and New Years Day fall on weekends, substitute days shall be given on the next Monday and or Tuesday.

### **42.1 Penalties Applicable to General Staff Required To Work On A Public Holiday**

**42.2** A general staff employee required to work on a day referred to in clause 42 will be paid at ordinary rates plus 150% for the hours worked.

### **42.3 Shut Down - Christmas / New Year Closure**

Where the University determines to close its premises during the period between Christmas and New Year on days which are not public holidays, employees may take annual leave, time-off-in-lieu, accrued rostered days off, or leave without pay with the prior approval of their manager.

In the event of leave without pay being granted such leave will not result in non-payment for public holidays. Where sufficient annual leave has not accrued, employees will be given the opportunity to anticipate necessary credits.

#### **42.4 Academic Staff – Special Provision for Labour Day**

**42.4.1** Notwithstanding clause 42, Labour Day is a normal working day for all academic staff across all campuses of the University. Holiday penalty payments will not apply for time worked on those days. In exchange, the University will grant two non-cumulative University holidays to Academic staff employed at the time of Labour Day each calendar year, which will be taken on the days falling between Christmas Day and New Year's Day, excluding any Saturday or Sunday or public holiday.

**42.4.2** Where such days are not taken between Christmas Day and New Year's Day, an equivalent time will be granted by the University prior to the next closedown period.

**42.4.3** An Academic staff member who was not an employee of the University on Labour Day in any year shall take annual leave between the following Christmas Day and New Year's Day.

**42.4.4** An Academic staff member whose employment ends prior to the Annual Shut Down period shall have the two non-cumulative days paid out at single time.

#### **42.5 General Staff – Special Provision for Labour Day**

The use of general staff on Labour Day will be minimised. Where a general staff member is required to work on Labour Day, they will be paid in accordance with sub-clause 42.2.

### **WORKPLACE SAFETY AND WORKERS COMPENSATION**

#### **43. LEAVE OR MAKE-UP PAY TO INCAPACITATED EMPLOYEES**

##### **43.1 Entitlement to Make-Up Pay - Total Incapacity**

An employee who suffers injury causing total incapacity for work and who receives compensation in respect of such total incapacity, as prescribed by the applicable State legislation shall be granted leave by the University at a rate of pay equal to the difference between the rate of pay payable if the employee had continued to perform the duties being performed immediately preceding the occurrence of the injury excluding 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 and the amount of weekly compensation received by the employee.

##### **43.2 Partial Incapacity**

###### **43.2.1(i) Partial Incapacity - Entitlement to Make-Up Pay**

An employee who suffers injury causing partial incapacity for work and who receives compensation in respect of such partial incapacity as prescribed by the applicable legislation shall be paid make-up pay by the University.

#### **43.2.1(ii) Partial Incapacity - Rate of Make-Up Pay**

The rate of make up pay under sub-clause 43.2.1(i) shall be equal to the difference between the rate of pay payable if the employee had continued to perform the duties being performed immediately preceding the occurrence of the injury excluding 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 and the sum of the amount of weekly compensation received by the employee and the weekly amount the employee is earning in the employment in which the employee is employed by reason of such partial incapacity.

#### **43.2.2 Partial Incapacity - Make-up Pay where Suitable Employment found with Another University**

**43.2.2(i)** An employee who is partly incapacitated and who cannot obtain suitable employment with the University but who has obtained suitable employment with another University shall continue to be paid make-up pay by the University at the rate prescribed in sub-clause 43.2.1.

**43.2.2(ii)** Make-up pay required by sub-clause 43.2.2(i) will continue to be paid provided that the employee furnishes evidence to the satisfaction of the University of the rate of weekly compensation and the rate of actual earnings the employee is receiving from the other University.

#### **43.3 Accident Make-Up Pay - Period of Leave and Make-Up Pay**

##### **43.3.1 Maximum Period of Make-Up Pay-Total Incapacity**

Leave granted pursuant to sub-clause 43.1 shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury.

##### **43.3.2 Maximum Period of Make-Up Pay-Partial Incapacity**

The period for which make-up pay shall be payable pursuant to sub-clause 43.2 shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury.

#### **43.4 Accident Make-Up Pay - Period of Leave and Graduated Return To Work (Academic Employees Only)**

Where an employee attempts a graduated return to work, that fraction of the week that the employee is performing duties will not be counted in the aggregate period of leave provided for in 43.1.

#### **43.5 Accident Make-Up Pay -Repayment of Make-Up Pay if Damages Received**

**43.5.1** An employee receiving or who has received make-up pay shall advise the University in writing of any civil claim for damages instituted by the employee in connection with the injury to which such make-up pay relates. The employee shall, if required by the University, authorise the University to obtain from the solicitors of the employee such information

as is reasonably required by the University as to the progress of such claim.

- 43.5.2** Where an employee who has received make-up pay recovers damages against the University pursuant either to a judgement or settlement in respect of the injury for which the employee has received make-up pay the employee shall repay to the University such make-up pay as the employee has received from the University, provided that the damages so recovered include damages for loss of income for which such make-up pay has been paid.
- 43.5.3** Where an employee who has received make-up pay recovers damages against a person other than the University pursuant either to a judgement or settlement in respect of the injury for which the employee has received make-up pay the employee shall repay to the University such make-up pay as the employee has received from the University provided that the damages so recovered include damages for loss of income for which such make-up pay has been paid.
- 43.5.4** Where an employee who has received make-up pay recovers damages against either the University or a person other than the University pursuant to a judgement in respect of an injury for which the employee has received make-up pay and where pursuant to such judgement the amount of damages recovered has been reduced for the contributory negligence of the employee, the employee shall repay to the University such amount of make-up pay as the employee has received from the University as is pro rata to the damages recovered having regard to such contributory negligence.

**43.6 Accident Make-Up Pay -Use of Sick Leave For Incapacitated Employees**

**43.6.1 Employee can Utilise Sick Leave whilst Incapacitated**

An employee who is an applicant for leave pursuant to sub-clause 43.1 may upon application be granted sick leave to cover such absence but not exceeding paid sick leave standing to the credit of the employee provided however that no employee shall be concurrently entitled to sick leave and leave pursuant to sub-clause 43.1.

**43.6.2 Rate of Sick Leave Applicable whilst Incapacitated**

Sick leave granted pursuant to sub-clause 43.5.1 shall be at a weekly rate not exceeding the sum of the following:

- 43.6.2(i)** the weekly value of the workers' compensation payment to which the employee may become entitled;
- 43.6.2(ii)** the weekly payment for which the employee will be eligible if granted leave pursuant to sub-clause 43.1.

### **43.6.3 Re-Crediting of Sick Leave**

If an employee is granted sick leave as provided in this clause and is subsequently granted leave for the same period or part thereof pursuant to sub-clause 43.1 on account of the same injury there shall thereupon be restored to the credit of the employee sick leave equal to the value of the sick leave taken pursuant to this clause.

### **43.7 Accident Make-Up Pay - Employment Upon Return to Duty**

#### **43.7.1 Return to Full Duty - Total Incapacity**

An employee having been totally incapacitated shall be entitled upon returning to full duty at the University to occupy an office equivalent to that occupied by the employee immediately prior to the granting of leave pursuant to sub-clause 43.1.

#### **43.7.2 Return to Full Duty - Partial Incapacity**

An employee having been partly incapacitated shall be entitled upon returning to full duty at the University to occupy an office equivalent to that occupied by the employee immediately prior to the occurrence of the injury which led to the partial incapacity.

### **44. JOB SECURITY – RETURN TO WORK AND ENSURING A SAFE WORKPLACE**

Where a staff member is moved from his/ her contracted position for reasons of ensuring a safe workplace or return to work process, the University will provide an equivalent level of job security as contained in the pre-incident employment contract.

### **45. WORKPLACE BULLYING**

Workplace Bullying is defined as repeated, unreasonable behaviour directed toward an employee, or group of employees, that creates a risk to health and safety.

The University is committed to providing a healthy and safe environment for work and study that is free from bullying and violence.

The University has developed a comprehensive policy on Bullying and Violence in the Workplace including procedures for dealing with complaints of workplace bullying in a timely and effective manner. Any disputes in relation to such procedures are to be managed in accordance with the Occupational Health & Safety Act 1994 (Vic.), and are not subject to the dispute resolution provisions of this agreement.

The University undertakes to consult with staff and the Union on any proposed changes to the Bullying and Violence in the Workplace Policy.

## **STAFF BENEFITS**

### **46. FORTY-EIGHT/FIFTY-TWO (48/52) WEEK EMPLOYMENT CYCLE**

- 46.1** With the University's agreement, an employee may elect to work under a 48/52 week employment cycle for a twelve month period, which varies the employment cycle provide by sub-clause 29.1 of this Agreement.
- 46.2** A 48/52 week employment cycle will enable an employee to take four weeks leave in addition to the normal four weeks of annual leave in a year and receive 48 weeks salary, which would be payable over 52 weeks.
- 46.3** An employee's continued participation in the 48/52-week employment cycle is subject to annual review and approval by the University.
- 46.4** All periods of paid leave will accrue at the rate of 48/52 of the employee's fulltime equivalent salary for that 12-month period during the 48/52-week employment cycle.
- 46.5** Where an employee is being paid on a 48/52-week employment cycle, and their employment terminates, the University will either provide additional payment to the employee or recoup payment from the employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 46.6** The University will require an employee to take all eight weeks leave during each year of the 48/52-week employment cycle and agreed dates of this leave will be specified in the approval of the 48/52 week employment cycle.
- 46.7** The University will advise an employee of the superannuation implications prior to the employee entering into a 48/52-week employment cycle.
- 46.8** Notwithstanding anything contained in this clause, in specific circumstances an employee and the University may agree to a more flexible employment cycle arrangement, provided it does not extend beyond a 46/52 week employment cycle for a twelve month period. Such an arrangement shall be formally set out in a written agreement between the University and the employee.

### **47. SUPERANNUATION**

The University shall maintain existing superannuation arrangements, including employer contribution levels and eligibility and membership requirements. These existing arrangements shall include any matters agreed between the parties at the time of approval of the agreement. Contributions will therefore continue to be made to UniSuper for existing employees who belong to UniSuper and for all eligible new employees, provided that the University reserves the right to enable employees who wish to reduce their contributions to do so in accordance with changes to the applicable Trust Deed and Deed of Covenant.

This Clause shall not affect the payment of contributions to other superannuation funds in respect of existing employee who are members of such funds.

#### **48. VOLUNTARY SALARY PACKAGING**

In accordance with the relevant University policy, eligible employees may participate in a flexible salary packaging scheme. Under salary sacrificing or packaging schemes, an employee can agree to take the salary component of the total remuneration as cash salary or select a combination of cash salary and approved benefits to suit the employees individual needs. Participation in salary sacrificing or packaging will not affect salary for superannuation purposes or any other purpose.

#### **49 REMOVAL EXPENSES - Academic Staff**

**49.1** If an employee is redeployed to a permanent position elsewhere in the University (ie. involving a geographic relocation) as an agreed measure to mitigate the effects of her or his position being surplus to requirements pursuant to clause 21, (Redeployment, Retraining and Redundancy), and, as a consequence it is not reasonably practicable for the employee to remain in her or his existing residence, the employee may be entitled to all reasonable expenses associated with moving household to a new locality on the basis agreed between the University and the employee.

**49.2** Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of her or his position being surplus may be reimbursed to the employee. For the purpose of this clause, reasonable expenses may include legal fees, advertising for sale of dwelling, reasonable costs of moving, allowance for temporary residence, allowance for expenses, incidentals allowance, property allowance.

#### **TRANSPORT AND RELATED MATTERS – General Staff**

#### **50. TRANSPORT OF EMPLOYEES AFTER UNROSTERED SHIFTS OR OVERTIME**

Clauses 50 of this agreement does not apply to academic staff

**50.1** When a general staff employee after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the University shall provide the employee with either a conveyance to the employee's home, or where the employee provided his/ her own transportation, reimbursement at the appropriate rate per kilometre

#### **51. TRAVEL BETWEEN CAMPUSES**

**51.1** Time spent by a general staff employee in travelling between campuses on University business shall count as time worked by the employee.

- 51.2** Where a general staff employee is required to travel between campuses on University business, the University whenever possible shall provide the employee with a vehicle for such travel or may authorise the employee to use the employee's own vehicle for such travel

## **DISPUTE RESOLUTION AND CONSULTATION**

### **52. DISPUTE AVOIDANCE and RESOLUTION PROCEDURES**

- 52.1** Where a dispute arises, or is considered likely to arise, about any matters arising under the agreement, or in relation to the National Employment Standards, the procedures contained in this clause will be followed.
- 52.2** A dispute arising between an employee or group of employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the matter promptly. The employee(s) may seek the assistance of the union, or other nominated employee representative.
- 52.3** Where the steps in clause 52.2 are unsuccessful or the University or Union wishes to raise a dispute, a representative of the union or other nominated employee representative and a representative of the University will discuss the dispute and attempt to reach agreement.
- 52.4** Where a dispute is not resolved under clause 52.3, at the request of any party to the dispute a Disputes Committee will be convened within 5 working days, unless agreed otherwise. The Disputes Committee will consist of nominees of the University and nominees of the union.
- 52.5** The Disputes Committee will attempt to resolve the matter within 5 working days of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by the parties to the dispute.
- 52.6** Until the procedures described in clauses 52.2 – 52.5 have been exhausted:
- 52.6.1** No industrial action will be taken by the University or the union;
- 52.6.2** The University will not change work, duties, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute; and
- 52.6.3** The subject matter of the dispute will not be taken to the FWA by any party to the dispute.
- 52.7** Where the dispute remains unresolved any party to the dispute may refer the matter to the Fair Work Australia (FWA) for conciliation and/or arbitration. Subject to the legislative rights of any party to exercise a right of appeal against a decision of the FWA to a Full Bench, the parties to the dispute will implement any arbitrated decision of the FWA in resolution of the dispute.

**52.8** The parties to the dispute may agree, but are in no way obliged to attempt to agree, to refer the dispute to a mediator agreed to by the parties to the dispute. The parties to the dispute will implement any agreed outcome from the mediation and the dispute will be resolved.

### **53. MANAGEMENT OF CHANGE - ORGANISATIONAL RESTRUCTURING**

Where the University is considering changes in programs, organisational practice, structure or technology that are likely to have significant effects on employees the University shall discuss these changes with staff and the Union. The changes will also be discussed with the JCC to ensure that broad consultation over the management of change, occurs. When an affected staff member chooses the University will discuss these changes with their nominated representative. The University will consider all input as part of the process of forming an intention to adopt any such changes.

For the purposes of this clause consultation means the exchange of information about a matter or issue, explanation of the respective points of view, and taking into account the views of the other. Consultation does not necessarily mean that an agreement can be reached. If agreement cannot be reached the University will provide reasons in writing to the affected staff.

**53.1** Significant effects may include but are not limited to:

- Changes to work practices
- The introduction of technological change
- Contracting out of functions undertaken by staff of the University
- Organisational changes which impact on job opportunities, or job security
- Change in the composition, operation or size of the workforce
- Changes in skill requirements;
- The need for retraining or transfer of employees to other work locations
- The restructuring of jobs.

**53.2** Where major changes to workplace arrangements are proposed, and before the University makes a decision about implementation, the University will:

**53.2.1** Involve affected staff and the Union in consultation and discussion regarding any major change that is likely to have an impact on the work and conditions of staff.

**53.2.2** Explore options regarding any major organisational change with affected staff and the Union to achieve the best possible solution.

**53.2.3** Provide in writing to the affected staff, the Union and the JCC, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on staff members, timeframe for the proposed changes to take place and any other matters likely to affect staff members.

**53.2.4** Take into account and consider the views of staff and the Union who will be affected by the change when formulating the final change proposal.

**53.3** After a decision about the implementation has been made, the University will:

**53.3.1** Explore with affected staff and the Union and the JCC, alternatives and options to be taken to mitigate adverse consequences for staff of any such change.

**53.3.2** Provide support for staff to enable them to adjust to the change process and consider whether redundant positions if any have been identified in a fair and non-discriminatory manner.

#### **54. JOINT CONSULTATIVE COMMITTEE**

**54.1** The parties shall establish a consultative mechanism with equal representation of the University and the Union. The procedures of the consultative committee shall be appropriate to its size, structure and needs for consultation and negotiation on matters affecting or arising from the implementation of the agreement

**54.2** This committee shall be a forum for open discussion and shall meet if required, at quarterly intervals with additional meetings on request by either party. The committee will consider all matters requiring consultation within the agreement and shall be the forum for discussion of issues that may arise throughout the implementation of the agreement

#### **55 COMMITTEES AND CHAIRPERSONS**

**55.1** The committees specified in clauses 19 (Disciplinary Procedures – Unsatisfactory Work Performance) 20 (Disciplinary Procedures – Misconduct Serious Misconduct), 25 (Progression through the Incremental Pay Structure – General Staff) and 34 (Classification Review) of this Agreement shall consist of three members as follows:

The parties agree that the composition of the committees under the EA will be one University representative, one NTEU representative and a Chair selected by the Vice Chancellor from an agreed panel of chairpersons. The Vice Chancellor will seek the agreement of the NTEU to the chairperson. In the event the Vice Chancellor and the NTEU cannot agree upon the chairperson, either party may initiate a dispute pursuant to Clause 52. In such circumstances the parties agree that the dispute procedure commences at 52.7. Persons selected under clauses 19.4.5, 20.3 and 23.5.2 shall be selected in an identical manner to chairpersons.

The parties agree that the panel of chairpersons will be formed within 2 months of the approval of the EA. The panel members must be acceptable to all parties. The parties commit to regularly reviewing the composition of the panel. Panel members will be selected according to the following key selection criteria:

- Unbiased/Impartial; and
- Relevant experience

Either party may veto a member on the panel at any time if, in the considered view of the University or the national branch of the NTEU, that the chairperson does not meet the key selection criteria

**55.2** Each committee in undertaking its role shall:

1. allow the staff member to be represented by a representative if they so choose;
2. allow the University to be represented by an agent of its choice, but not a practicing barrister or solicitor;
3. allow the staff member (and representative) and the University (and representative) to make submissions, and present and respond to written or oral evidence in relation to the matter before the committee, and take into account such further materials as it believes appropriate to determine the facts in dispute;
4. call witnesses as it sees fit;
5. ensure that the staff member, or his/her representative where they so choose, and the University or its representative has the right to ask questions of witnesses, where appropriate;
6. conduct all interviews in the presence of the staff member, or the staff member's representative where they so choose, and the University representative
7. conduct proceedings as expeditiously as possible, consistent with the need for fairness;
8. conduct proceedings in private (unless otherwise agreed by the Committee) and as a committee of inquiry;
9. take into account such further material as it believes is appropriate to the case;
10. make its report available to the nominated person(s) as specified in the relevant clause of this agreement within the prescribed timelines.

**55.3** Chairs appointed to committees under this clause shall have relevant experience, be independent and command the confidence of management and staff.

**56 OUTSIDE STUDIES PROGRAM (OSP)**

**56.1** The University will consult with employees and NTEU in the development and finalisation of an Outside Studies Program (OSP) policy, which shall be implemented in 2010. The Outside Studies Program will enable academic employees to pursue a structured program of sustained scholarship, research and associated developmental activities, outside the University. Work towards completion of a relevant doctoral qualification is also an appropriate matter for OSP.

**56.2** All academic employees holding a continuing or fixed-term appointment will be eligible to apply for OSP after three years continuous service in accordance with University OSP Policy.

**56.3** The OSP will be designed to support the continual professional development of academic staff in order to assist the University to attain its objectives

- 56.4** The OSP will be designed to give members of the academic staff the opportunity to undertake research, creative and professional activity or the scholarship of teaching in areas of identified strategic importance to the University and to the professional development of the employee, which cannot normally be undertaken within the employee's duties at the University.
- 56.5** OSP will provide an employee with the opportunity, uninterrupted by teaching or other duties:
- 56.5.1** to undertake professional development relevant to research, teaching, the supervision of postgraduate students and/or professional or creative activity; and
- 56.5.2** to do one or more of the following:
- i)** engage in research;
  - ii)** engage in the scholarship of teaching;
  - iii)** maintain and improve professional and vocational knowledge;
  - iv)** practise as an artist or performer;
  - v)** obtain experience in the work for which the employee is preparing students; and/or
  - vi)** gain academic leadership and management experience.

## **MISCELLANEOUS PROVISIONS**

### **57 WORK ENVIRONMENT AND ANTI-DISCRIMINATION**

- 57.1** The University is committed to:
- 57.1.1** treating employees in a fair and reasonable manner;
- 57.1.2** achieving and maintaining a healthy and safe working environment and abiding by all relevant occupational health and safety legislation;
- 57.1.3** addressing allegations of bullying, unfair or unreasonable treatment, discrimination based on any of the grounds in federal or state legislation or in this Agreement, harassment, or victimisation in a fair and reasonable manner aimed at resolving the concerns; and
- 57.1.4** complying with the provisions of this Agreement and to remedying any error in classification, type of employment, pay rate or entitlement under this Agreement or legislation as soon as possible after it is identified.
- 57.2** The University will not discriminate against its employees on the basis of race, colour, nationality, immigration status, social origin, sex, sexual preference, transgender status, age, disability, medical record, marital status, carer or family responsibilities, pregnancy, ethnic or ethno-religious background, trade union membership or activity, political opinion or religious belief or national identity.

**57.3** The parties are committed to an inclusive workplace. The parties will work to prevent and eliminate discrimination in the workplace and to view as equal the lifestyle choices of individual employees.

## **58. VOLUNTARY EARLY RETIREMENT**

**58.1** Offers of voluntary early retirement made to employees shall be made on the following terms:

**58.1.1** Early retirement shall be available to all full-time or fractional continuing staff who are no less than two years away from the University's retiring age.

**58.1.2** Eligible staff shall be invited to apply for early retirement under the benefits of the scheme. Any staff member who wishes to do so shall apply for early retirement to the relevant authorised officer designated by the University. The University through its authorised officers shall have the discretion to decide whether or not it will approve the application having regard to the staffing, needs of the University.

**58.1.3** The benefit payable to the staff members whose application for early retirement is approved shall be a lump sum of a minimum of two weeks salary for each year of service, with a maximum payment of 52 weeks salary. The benefit will be additional to the staff member's other entitlements on retirement.

**58.2** Notwithstanding sub-clause 58.1, the University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with sub-clause 58.1 provided that:

**58.2.1** any such offer shall be with the agreement of the institutional Union branch; and

**58.2.2** any lump sum benefit shall be calculated at a minimum rate of two weeks salary for each year of service, but with no obligation upon the University to pay beyond a maximum of 52 weeks salary.

## **59. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL-HEALTH - ACADEMIC STAFF EMPLOYEES ONLY**

**59.1.** The University may require, in writing, that any academic staff member whose capacity to perform 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.

**59.2** The University shall provide a staff member with written notice of not less than two months that a medical examination is required. Where the staff member elects to apply to the staff members' superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability purposes pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub-clause 59.1 shall lapse and no further action will be taken by the University.

- 59.3** Where the superannuation fund decides that the academic staff member, following receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, sub-clause 59.2 does not apply.
- 59.4** A copy of the medical report made by the medical practitioner under sub-clause 59.1 shall be made available to the University and the academic staff employee.
- 59.5** If the medical examination reveals that the academic staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve months, the University may, subject to sub-clause 18.4 terminate the employment of the academic staff employee in accordance with the employee's contract of employment or where no notice period is specified six months.
- 59.6** If within fourteen days of the medical report being made available and the academic staff employee requests, the University shall not terminate the employment unless and until the findings are confirmed by a panel consisting of three medical practitioners, one which is appointed by the University, one by the employee or person acting on their behalf, and one by the President of the State Branch of the Australian Medical Association. The Panel shall not include the practitioner who made the initial report.
- 59.7** If making an assessment as to whether or not a staff member is unable to perform his/her duties and is unlikely to resume within a reasonable period, the medical practitioner or panel of medical practitioners appointed shall as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualifications for the payment of a disablement pension or other similar benefit.
- 59.8** These provisions do not displace or override any existing workers compensation schemes or Acts, whether State or Federal.
- 59.9** The University may construe a failure by an academic staff employee to undergo a medical examination in accordance with these provisions within three months of a written notification to do so as prima facie evidence that such a medical examination would have found that the academic staff employee is unable to perform his/her duties and is unlikely to resume within twelve months, and may act accordingly; provided that such a refusal by an academic staff employee in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlement than would result from an adverse medical report.

## **60. ILL HEALTH RETIREMENT – GENERAL STAFF**

The University will not terminate an employee on the grounds of ill health until;

- 60.1** A relevant superannuation authority's temporary disablement period has expired,  
or

- 60.2** Where the staff member is absent due to ill-health but not entitled to a relevant superannuation authority's disablement authority, a minimum of two years.

## **61. INTELLECTUAL PROPERTY**

The University has developed a comprehensive policy on Intellectual Property that recognises the moral and intellectual rights of staff to their intellectual property in line with the policy.

The University undertakes to consult the Union on any proposed changes to that policy.

## **62. INTELLECTUAL FREEDOM**

The University has developed and will maintain and apply a comprehensive policy on Public/Media Comment that states that employees are encouraged to make public comment or expert comment in relation to their areas of professional expertise and also to make private comment as long as they do that on their own behalf and do not claim to represent the University.

The University undertakes to consult the JCC on any proposed changes to that policy which affect the freedom of University staff to provide public comment on community affairs as individual citizens or the freedom of University staff to provide public comment in their particular area of expertise.

## **63. INDIGENOUS EMPLOYMENT**

Swinburne University of Technology acknowledges and recognises Aboriginal and Torres Strait Islander peoples as the first people of Australia. As part of Swinburne University's ongoing commitment to equality and diversity, Swinburne University has developed an Indigenous Employment Strategy.

The parties are committed to implementing the strategy with the operational needs of the University.

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

1. Increase the number of Indigenous employees in the University workforce
2. Accelerate the employment and development of Indigenous Australian across the full spectrum of positions at the University
3. Establish Swinburne University as a supportive, culturally sensitive and significant employer of Indigenous Australians.

The University is committed to increasing Indigenous employees to 0.6% of the University FTE staff complement and will use its best endeavours to achieve the same fraction (at least 0.6% of FTE) of Indigenous employees across each mode of employment.

Implementation of this target and related strategy will be undertaken in conjunction with the local Indigenous communities, Indigenous staff and the

NTEU with a dedicated JCC convened on a regular basis and in accordance with the provisions relating to the JCC in this Agreement and the parties agree that representatives of the local Indigenous Communities shall be entitled to attend all meetings of the dedicated JCC.

## **64. UNION NOTICES**

**64.1** A duly authorised representative of the Union shall have the right:

**64.1.1** to post any official notice of the Union in each staff room;

**64.1.2** to distribute any official notice of the Union in each section or department of the University;

**64.2** For the purposes of this clause, a "duly authorised representative of the union" means a person authorised by the State Secretary

## **65 STAFF LISTS**

(1) Subject to clause 65.4:

- (a) Every March and September, the University shall provide to the NTEU a list of the name, job title, category (general/academic), work location, work address and email address of each employee in a format which allows the list to be sorted by any of these categories;
- (2) The NTEU shall only use the information provided for contacting employees on legitimate union business. It shall ensure that no one apart from paid union officials or elected senior officers of the Union Branch (President and Secretary) have access to the information. The University shall not be required to continue to provide the information specified in this clause if the Union materially breaches these obligations.
- (3) The NTEU shall not use this information to contact an employee if the employee has requested the Union directly in writing that the employee does not wish to be contacted, and shall include advice of this from time to time in material provided to employees.
- (4) The University:
  - (a) will notify staff of this clause and will offer employees the option of requesting that information not be provided to the NTEU; and
  - (b) will suspend the provision of any information under clause 65.1 if there is on foot a bona fide challenge or complaint from an employee in relation to the compliance of the clause with privacy legislation to:
    - the University's privacy officer or a State or Federal privacy office, in which case the suspension shall be for a maximum period of 3 months but no more than the period until the matter is dismissed by the relevant privacy office(r);
    - or
    - a tribunal or court, in which case the suspension shall be until the matter is determined in which case the determination will be implemented by the parties where the parties have had the opportunity to participate in those proceedings.

## **66. RIGHT OF ENTRY OF UNION OFFICIALS**

A duly accredited representative of the Union shall have the right to enter premises where employees subject to this agreement are employed during

normal working hours or when overtime is being worked and interview employees on legitimate Union business on the following conditions:

- 66.1.1** That the representative advises the University of his/ her visit;
- 66.1.2** That the representative should preferably interview employees during their usual meal or tea breaks;
- 66.1.3** That the representative does not unreasonably affect the work being performed by any employee during work time.

The conditions listed above shall apply to the entry described, other than for legitimate Union business which may be dealt with under sections 481 or 484 of the Fair Work Act 2009. Entry and the conduct of interviews performed under those sections shall have as conditions those conditions specified in Part 3-4 of the Fair Work Act 2009.

## **67. SUPERVISION OF ACADEMIC STAFF EMPLOYEES**

Each academic staff employee shall have a nominated supervisor, and shall be advised in writing of the name and position of the nominated supervisor which will normally be at Level C or above. Where due to abnormal circumstances the University requires a staff member at Level B to act as a nominated supervisor, the staff member will be paid at the first increment of Level C, except in circumstances where the Level B supervises a staff member on a limited-term contract employed on grant or project funding.

## **APPENDIX 1: RATES OF PAY**

1. Staff members employed under the classifications covered by this agreement will be paid the minimum rates set out in the following tables. Salary increases are operative from the first pay period to commence on or after the respective dates in this schedule

2. Salary Increases to the minimum rates payable under this agreement are:

3 % in the first pay period following 1 March 2009 (already paid)

2 % in the first pay period following 1 March 2010

2 % in the first pay period following 1 September 2010

2 % in the first pay period following 1 March 2011

3 % in the first pay period following 1 September 2011

4 % in the first pay period following 1 March 2012

In addition to these payments, the University will pay all fixed-term and ongoing staff employed at the time the new EA is approved by staff a one-off payment of \$1,000 (pro rata payment for part-time staff).

### 3. ACADEMIC SALARY SCALES

<b>Academic</b>	<b>Date Pay increase Effective: 1/03/09 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/10 (Per Annum)</b>	<b>Date Pay increase Effective: 1/09/10 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/11 (Per Annum)</b>	<b>Date Pay increase Effective: 1/09/11 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/12 (Per Annum)</b>
<b>Level A</b>						
1	48,946	49,925	50,923	51,941	53,500	55,640
2	51,688	52,722	53,777	54,852	56,498	58,758
3	54,460	55,549	56,660	57,794	59,527	61,909
4	57,231	58,376	59,543	60,734	62,556	65,058
5	59,480	60,670	61,883	63,121	65,015	67,615
6	61,731	62,966	64,225	65,509	67,475	70,174
7	63,983	65,262	66,567	67,899	69,936	72,733
8	66,231	67,556	68,907	70,285	72,393	75,289
<b>Level B</b>						
1	69,698	71,092	72,514	73,964	76,183	79,230
2	72,297	73,743	75,218	76,722	79,024	82,184
3	74,890	76,388	77,916	79,474	81,858	85,133
4	77,489	79,039	80,620	82,232	84,699	88,087
5	80,087	81,688	83,322	84,989	87,538	91,040
6	82,683	84,337	86,024	87,744	90,376	93,992
<b>Level C</b>						
1	85,280	86,985	88,725	90,500	93,215	96,943
2	87,878	89,635	91,428	93,256	96,054	99,896
3	90,472	92,282	94,127	96,010	98,890	102,846
4	93,071	94,932	96,831	98,767	101,731	105,800
5	95,667	97,581	99,532	101,523	104,569	108,751
6	98,268	100,234	102,238	104,283	107,411	111,708
<b>Level D</b>						
1	102,597	104,649	106,742	108,877	112,143	116,629
2	106,058	108,179	110,343	112,550	115,926	120,563
3	109,522	111,712	113,947	116,226	119,712	124,501
4	112,984	115,243	117,548	119,899	123,496	128,436
<b>Level E</b>						
1	132,033	134,673	137,367	140,114	144,317	150,090
<b>RSCHA</b>						
1	42,138	42,981	43,841	44,718	46,059	47,901
2	43,513	44,384	45,271	46,177	47,562	49,465
3	46,149	47,072	48,014	48,974	50,443	52,461

#### 4. GENERAL STAFF SALARY SCALES

General Staff	Date Pay increase Effective: 1/03/09 (Per Annum)	Date Pay increase Effective: 1/03/10 (Per Annum)	Date Pay increase Effective: 1/09/10 (Per Annum)	Date Pay increase Effective: 1/03/11 (Per Annum)	Date Pay increase Effective: 1/09/11 (Per Annum)	Date Pay increase Effective: 1/03/12 (Per Annum)
<b>HEW 1</b>						
Level 1	35,649	36,362	37,090	37,831	38,966	40,525
Level 2	36,262	36,987	37,727	38,482	39,636	41,222
Level 3	36,878	37,616	38,368	39,135	40,309	41,922
Level 4	37,493	38,243	39,008	39,788	40,982	42,621
<b>HEW 2</b>						
Level 1	38,095	38,856	39,634	40,426	41,639	43,305
Level 2	38,757	39,532	40,323	41,129	42,363	44,057
Level 3	39,420	40,209	41,013	41,833	43,088	44,811
<b>HEW 3</b>						
Level 1	39,840	40,637	41,450	42,279	43,547	45,289
Level 2	40,539	41,350	42,177	43,020	44,311	46,083
Level 3	41,236	42,061	42,902	43,760	45,073	46,876
Level 4	41,939	42,777	43,633	44,505	45,841	47,674
Level 5	42,638	43,491	44,360	45,248	46,605	48,469
Level 6	43,335	44,202	45,086	45,988	47,367	49,262
<b>HEW 4</b>						
Level 1	45,166	46,069	46,990	47,930	49,368	51,343
Level 2	46,060	46,981	47,920	48,879	50,345	52,359
Level 3	46,958	47,897	48,855	49,832	51,327	53,380
Level 4	47,852	48,809	49,785	50,781	52,304	54,396
<b>HEW 5</b>						
Level 1	49,056	50,037	51,038	52,058	53,620	55,765
Level 2	50,029	51,030	52,050	53,091	54,684	56,871
Level 3	50,998	52,018	53,059	54,120	55,743	57,973
Level 4	51,975	53,014	54,075	55,156	56,811	59,083
Level 5	52,946	54,005	55,085	56,187	57,872	60,187
Level 6	53,921	54,999	56,099	57,221	58,937	61,295
<b>HEW 6</b>						
Level 1	56,832	57,969	59,128	60,311	62,120	64,605
Level 2	57,964	59,124	60,306	61,512	63,358	65,892
Level 3	59,089	60,271	61,476	62,706	64,587	67,170
Level 4	60,219	61,423	62,652	63,905	65,822	68,455
Level 5	61,348	62,575	63,826	65,103	67,056	69,738

<b>General Staff</b>	<b>Date Pay increase Effective: 1/03/09 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/10 (Per Annum)</b>	<b>Date Pay increase Effective: 1/09/10 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/11 (Per Annum)</b>	<b>Date Pay increase Effective: 1/09/11 (Per Annum)</b>	<b>Date Pay increase Effective: 1/03/12 (Per Annum)</b>
<b>HEW 7</b>						
Level 1	62,668	63,922	65,200	66,504	68,499	71,239
Level 2	63,915	65,193	66,497	67,827	69,861	72,656
Level 3	65,160	66,463	67,792	69,148	71,223	74,072
Level 4	66,405	67,733	69,088	70,470	72,584	75,487
Level 5	67,649	69,002	70,382	71,790	73,944	76,902
<b>HEW 8</b>						
Level 1	70,449	71,858	73,295	74,761	77,004	80,084
Level 2	71,847	73,284	74,749	76,244	78,532	81,673
Level 3	73,249	74,714	76,209	77,733	80,065	83,268
Level 4	74,650	76,143	77,666	79,219	81,596	84,860
Level 5	76,051	77,572	79,124	80,706	83,127	86,452
<b>HEW 9</b>						
Level 1	82,117	83,759	85,434	87,143	89,757	93,348
Level 2	83,751	85,426	87,135	88,878	91,544	95,206
Level 3	85,386	87,094	88,836	90,612	93,331	97,064
Level 4	87,022	88,762	90,537	92,348	95,118	98,923
<b>HEW 10</b>						
Level 1	87,951	89,710	91,504	93,334	96,134	99,979
Level 2	93,992	95,871	97,789	99,745	102,737	106,846
Level 3	100,193	102,197	104,241	106,326	109,516	113,896

## 5. Apprentices

Apprentices will be paid at the following rates of pay prescribed at HEW 3.1 (base trade rate):

1 <sup>st</sup>	42%	Base trade rate
2 <sup>nd</sup>	55%	Base trade rate
3 <sup>rd</sup>	75%	Base trade rate
4 <sup>th</sup>	88%	Base trade rate

## 6. TRAINEESHIPS

School Level	Years out of School	2009 Rate	March 2010	Sept 2010	March 2011	Sept 2011	March 2012
			2%	2%	2%	3%	4%
Year 10	0(50%)*	\$10,673	\$10,886	\$11,104	\$11,326	\$11,666	\$12,133
	0(33%)*	\$12,416	\$12,664	\$12,918	\$13,176	\$13,571	\$14,114
	1	\$14,885	\$15,183	\$15,486	\$15,796	\$16,270	\$16,921
	2	\$18,079	\$18,441	\$18,809	\$19,186	\$19,761	\$20,552
	3	\$21,055	\$21,476	\$21,906	\$22,344	\$23,014	\$23,935
	4	\$24,468	\$24,957	\$25,457	\$25,966	\$26,745	\$27,814
	5 or more	\$28,025	\$28,586	\$29,157	\$29,740	\$30,633	\$31,858
Year 11	0(33%)*	\$13,214	\$13,478	\$13,748	\$14,023	\$14,443	\$15,021
	0(25%)*	\$12,416	\$12,664	\$12,918	\$13,176	\$13,571	\$14,114
	1	\$18,079	\$18,441	\$18,809	\$19,186	\$19,761	\$20,552
	2	\$21,055	\$21,476	\$21,906	\$22,344	\$23,014	\$23,935
	3	\$24,468	\$24,957	\$25,457	\$25,966	\$26,745	\$27,814
	4	\$28,025	\$28,586	\$29,157	\$29,740	\$30,633	\$31,858
Year 12	0	\$18,079	\$18,441	\$18,809	\$19,186	\$19,761	\$20,552
	1	\$21,055	\$21,476	\$21,906	\$22,344	\$23,014	\$23,935
	2	\$24,468	\$24,957	\$25,457	\$25,966	\$26,745	\$27,814
	3	\$28,025	\$28,586	\$29,157	\$29,740	\$30,633	\$31,858
<b>School Based Traineeships</b>							
Year 11		\$13,578	\$13,850	\$14,127	\$14,409	\$14,841	\$15,435
Year 12		\$14,885	\$15,183	\$15,486	\$15,796	\$16,270	\$16,921

## SCHEDULE 1 – TRAINEES

1. This Clause shall apply to Swinburne University Trainees who are undertaking a Traineeship pursuant to this Clause.
2. At the conclusion of the Traineeship, this Clause ceases to apply to the employment of the Trainee and the relevant provisions of this Agreement shall apply to the former trainee.
3. Definitions

"Approved Training" means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

"Trainee" is an individual who is a signatory to a training agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on- or off-the-job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.

"Traineeship" means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time traineeships and part-time traineeships including school-based traineeships.

"Training Agreement" means an agreement for a Traineeship made between Swinburne University and a trainee which is registered with the relevant State or Territory Training Authority.

"Training Package" means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.

"Training Plan" means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.

References in this Clause to the "relevant State or Territory Training Authority" mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.

“Relevant State or Territory Legislation” means for the purpose of this Clause, Victorian *Education and Training Accreditation Act 1990* or any successor

"Year 10" - For the purposes of this Agreement any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

#### **4. Training Conditions**

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

#### **5. Employment Conditions**

- 5.1 A full-time trainee shall be engaged for a maximum duration of one (1) year provided that a Trainee shall be subject to a satisfactory probation period of up to one month. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, Swinburne University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. A part-time trainee shall be engaged in accordance with the provisions of Schedule 1 (sub-clause 8) of this Agreement.
- 5.2 Where the Trainee completes the qualification, earlier than the time specified in the Training Agreement, then the Traineeship may be concluded by mutual agreement.
- 5.3 Termination of employment of trainees shall be specified in the Training Agreement, or in the relevant State or Territory Training Legislation. Swinburne University shall initiate such action by giving written notice to the Trainee at the time the action is commenced. The provisions of Clause 18 (Disciplinary Procedures) in this Agreement shall not apply to Trainees employed pursuant to this Clause
- 5.4 A Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

5.6 Where the employment of a Trainee by Swinburne University is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this agreement.

## **6. Trainees Working Overtime**

6.1 Reasonable overtime-may be worked by a Trainee provided that it does not affect the successful completion of the Approved Training.

6.2 No Trainee shall work over-time on his/her own unless consistent with the provisions of this Agreement.

6.3 No Trainee shall work shiftwork.

6.4 The Trainee wage shall be the basis for the calculation of overtime rates prescribed in Clause 33 (Overtime) of this Agreement.

6.5 All other terms and conditions of this Agreement that are applicable to the Trainee shall apply unless specifically varied by this Clause.

6.6 A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment by Swinburne University on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to Clauses 22 & 23 (Redundancy Procedures) and 13.8 (Severance Pay - fixed-term employees) of this Agreement.

6.7 It is not intended that existing employees shall be displaced from employment by Trainees.

## **7. Wages**

The wages payable to Trainees are provided in Appendix 1. 6 (Traineeships).

## **8. Part-time Traineeships**

8.1 This sub-clause shall apply to Trainees who undertake a traineeship on a part-time basis by working less than full-time hours and by undertaking the approved training at the same or lesser training time than a full-time Trainee.

8.2 Employment Conditions for all Part-time Trainees

(a) A part-time Trainee shall receive, on a *pro rata* basis, all employment conditions applicable to a full-time trainee. All the provisions of this Agreement shall apply to part-time trainees except as specified in this Clause.

(b) A Trainee under-taking a school based traineeship may, with the agreement of the trainee, be paid an additional loading 25 per cent on all ordinary hours *in lieu* of annual leave, Sick Leave, personal leave and public holidays. Notwithstanding this, where a Trainee is called upon to work on a public holiday the provisions of the relevant award shall apply.

(c) A part-time Trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.

(d) The engagement periods specified in this Clause shall also be applicable to part-time trainees.

**9. General Formula**

9.1 For Traineeships not covered by **Appendix 1.6 (Traineeships)** the following formula for the calculation of wage rates shall apply:

- (a) The wage rate shall be *pro rata* of the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Full-time Wage Rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{29.4}$$

- (b) 29.4 in the above formula represents 36.75 ordinary full-time hours less the average training time for full-time employees (i.e. 20%)
- (c) Full-time wage rate means the appropriate rate as set out in **Schedule 2** of this Agreement.
- (d) Trainee hours shall be the hours worked per week including the time spent in approved training
- (e) Average weekly training time is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\frac{7.35 \times 12}{\text{Length of the traineeship in months}}$$

*Note – 7.35 in the above formula represents the average weekly training time (20%) for a full-time Trainee whose ordinary hours are 36.75 per week.*

9.2 The traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

## APPENDIX 2. SESSIONAL ACADEMIC RATES

### 2.1 Casual rates – Academic Staff

The minimum salaries paid to academic staff employed on a casual basis will be at the rates provided for in this sub-clause. These rates are derived from three base rates calculated using the following formulae:

#### 2.1.1 Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale, step 2 (\$72,297) and calculated as follows:

$$\frac{\$ \text{Level B, step 2/52}}{37.5} + 25\% = \$46.35$$

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

The base rate applicable where the duties include full subject coordination or the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale (\$61,731) and calculated as follows:

$$\frac{\$ \text{Level A, step 6/52}}{37.5} + 25\% = \$39.58$$

#### 2.1.3 Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered by sub clause 2.1.2 is determined by reference to the second step of the full-time Level A scale (\$51,688) and calculated as follows:

$$\frac{\$ \text{Level A, step 2/52}}{37.5} + 25\% = \$33.14$$

### 2.2 Lecturing

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

Type of lecture and associated working time assumed	Minimum salary per hour of lecture delivered \$
Basic lecture (1 hour of delivery and 2 hours of associated working time)	\$139.05

Developed lecture (1 hour of delivery and 3 hours associated working time) \$185.40

Specialised lecture (1 hour of delivery and 4 hours associated working time) \$231.75

Repeat lecture (1 hour of delivery and 1 hour associated working time) \$92.70

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

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

### **2.3 Tutoring**

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

<b>Type of tutoring and associated working time assumed</b>	<b>Minimum salary per hour of tutorial delivered</b>	<b>Minimum salary per hour of tutorial delivered where 2.1.2 applies</b>
	<b>\$</b>	<b>\$</b>
Tutorial (1 hour of delivery and 2 hours associated working time)	\$99.38	\$118.72
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	\$66.27	\$79.14

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

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

### **2.4 Marking**

Except in the case of actual marking undertaken during a lecture, tutorial or clinical session all marking completed by a sessional academic will be paid for at the prescribed marking rate:

<b>Type of marking</b>	<b>Minimum salary per hour of marking</b>	<b>Minimum salary per hour of marking where 2.1.2 applies</b>
	<b>\$</b>	<b>\$</b>
Standard marking	\$33.14	\$39.58
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status	\$46.35	\$46.35

## **2.5 Other required academic activity**

**2.5.1** A casual academic required to perform any other required academic activity as defined in 2.5.2 will be paid at an hourly rate of \$32.61, or \$38.94 if he/she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

**2.5.2** For the purposes of 2.5.1 **other required academic activity** will include work that a person, acting as or on behalf of the University requires the casual academic to perform and that is performed in accordance with any such requirement, being work of the following nature:

- a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- b) the conduct of clinical sessions other than clinical nurse education;
- c) the conduct of performance and visual art studio sessions;
- d) musical coaching, repititeurship and musical accompanying other than with special educational service;
- e) development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- f) consultation with students;
- g) supervision;
- h) attendance at departmental and/or faculty meetings as required; and

- i) attendance at any of the activities set out in clauses 2.2 and 2.3 as directed.

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

## SESSIONAL ACADEMIC RATES

<b>SESSIONAL RATES FOR ACADEMICS</b>	<b>AS AT 1/3/2009</b>	<b>25% Loading</b>	<b>AS AT 1/3/2010</b>	<b>AS AT 1/9/2010</b>	<b>AS AT 1/3/2011</b>	<b>AS AT 1/9/2011</b>	<b>AS AT 1/3/2012</b>
<b>Lecturing: Basic</b>	\$136.83	\$139.05	\$141.83	\$144.67	\$147.56	\$151.99	\$158.07
<b>Lecturing: Developed</b>	\$182.43	\$185.40	\$189.11	\$192.89	\$196.75	\$202.65	\$210.76
<b>Lecturing: Specialised</b>	\$228.04	\$231.75	\$236.39	\$241.11	\$245.93	\$253.31	\$263.45
<b>Lecturing: Repeat</b>	\$91.22	\$92.70	\$94.55	\$96.45	\$98.37	\$101.33	\$105.38
<b>Tutoring: Normal</b>	\$97.79	\$99.38	\$101.37	\$103.39	\$105.46	\$108.62	\$112.97
<b>Tutoring: Repeat</b>	\$65.21	\$66.27	\$67.60	\$68.95	\$70.33	\$72.44	\$75.33
<b>Tutoring Normal: (PhD/ Co-Ord)</b>	\$116.82	\$118.72	\$121.10	\$123.52	\$125.99	\$129.77	\$134.96
<b>Tutoring Repeat: (PhD/ Co-Ord)</b>	\$77.88	\$79.14	\$80.73	\$82.34	\$83.99	\$86.51	\$89.97
<b>Other: Normal</b>	\$32.61	\$33.14	\$33.80	\$34.48	\$35.17	\$36.22	\$37.67
<b>Other: PhD Co-Ord</b>	\$38.94	\$39.58	\$40.37	\$41.18	\$42.00	\$43.26	\$44.99
<b>Marking 1</b>	\$45.61	\$46.35	\$47.28	\$48.22	\$49.19	\$50.66	\$52.69
<b>Marking 2</b>	\$38.94	\$39.58	\$40.37	\$41.18	\$42.00	\$43.26	\$44.99
<b>Marking 3</b>	\$32.61	\$33.14	\$33.80	\$34.48	\$35.17	\$36.22	\$37.67

## **APPENDIX 3: ALLOWANCES - GENERAL STAFF EMPLOYEES ONLY**

### **Overtime Meal Allowance**

Where a staff member is entitled to a meal break but not entitled to payment for that meal break, an allowance of \$17.12 will be paid for each occurrence provided the staff member is also required to work more than two (2) hours overtime after completion of his/her ordinary hours of work.

### **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, he/she will be paid an allowance through the payroll system in accordance with the applicable [Australian Taxation Office \(ATO\) guidelines](#) as at 1 July each year.

### **Travelling Allowance**

A staff member who at the direction of the University is absent overnight on University business shall be paid an allowance to cover the costs of meals, accommodation and incidental expenditure in accordance with the applicable ATO guidelines as at 1 July each year.

## **APPENDIX 4: CLASSIFICATION DESCRIPTORS - HIGHER EDUCATION WORKERS**

### **HIGHER EDUCATION WORKER LEVEL 1**

#### **Training Level or Qualifications**

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

#### **Occupational Equivalent**

Cleaner, Labourer, Trainee for Level 2 duties.

#### **Level Of Supervision**

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

#### **Task Level**

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

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

Established procedures exist.

#### **Organisational Knowledge**

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

#### **Judgement, Independence And Problem Solving**

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

#### **Typical Activities**

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

## **HIGHER EDUCATION WORKER LEVEL 2**

### **Training Level Or Qualifications**

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

### **Occupational Equivalent**

Clerk, Security Patrol Officer.

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

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

### **Judgement, Independence And Problem Solving**

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

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

## **Typical Activities**

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

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

## **HIGHER EDUCATION WORKER LEVEL 3**

### **Training Level Or Qualifications**

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

- \* completion of a trades certificate; or
- \* completion of year 12, with relevant work experience; or
- \* equivalent relevant experience or combination of relevant experience and education/training

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

### **Occupational Equivalent**

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

### **Level Of Supervision**

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

### **Task Level**

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

## **Organisational Knowledge**

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

## **Judgement, Independence And Problem Solving**

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

## **Typical Activities**

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

In technical assistant positions:

- \* 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.

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

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

## **HIGHER EDUCATION WORKERS LEVEL 4**

### **Training Level Or Qualification**

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

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

### **Occupational Equivalent**

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

### **Level Of Supervision**

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

### **Task Level**

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

### **Organisational Knowledge**

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

### **Judgement, Independence And Problem Solving**

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Typical Activities**

In trades positions:

- \* work on complex engineering or interconnected electrical circuits;
- \* exercise high precision trades skills using various materials and/or specialised techniques.

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 technical nature as directed.

In library technician positions:

- \* undertake copy cataloguing;
- \* use a range of bibliographic databases;
- \* undertake acquisitions;
- \* respond to reference inquiries.

In clerical/secretarial positions:

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

## **HIGHER EDUCATION WORKERS LEVEL 5**

### **Training Level Or Qualifications**

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

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

### **Occupational Equivalent**

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

### **Level Of Supervision**

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

### **Task Level**

Apply body of broad technical knowledge and experience at a more advanced level than 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **Organisational Knowledge**

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

### **Judgement, Independence And Problem Solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make

decisions, or be responsible for coordinating a team to provide an administrative service.

### **Typical Activities**

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 demonstration; or
- \* under broad direction, set up, monitor and demonstrate standard experiments and equipment use; or
- \* prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

- \* Operate a discrete unit within a library, which may involve significant supervision, or be the senior staff member in a outposted service.

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

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.

## **HIGHER EDUCATION WORKER LEVEL 6**

### **Training Level Or Qualifications**

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

- \* 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

### **Occupational Equivalent**

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

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

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

## **Judgement, Independence And Problem Solving**

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

### **Typical Activities**

In technical positions:

- \* 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.

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.

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.

## **HIGHER EDUCATION WORKER LEVEL 7**

### **Training Level Or Qualifications**

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

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

### **Occupational Equivalent**

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

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

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

### **Judgement, Independence And Problem Solving**

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

## **Typical Activities**

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

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

## **HIGHER EDUCATION WORKER LEVEL 8**

### **Training Level Or Qualifications**

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

- \* postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- \* extensive experience and management expertise; or
- \* an equivalent combination of relevant experience and/or education/training,

### **Occupational Equivalent**

Researcher of national standing; manager; senior school or faculty administrator.

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

The employee would be expected to make policy recommendations to others and to implement programs involving major change, which may impact on other areas of the institution's operations.

### **Judgement, Independence And Problem Solving**

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

### **Typical Activities**

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

## **HIGHER EDUCATION WORKER LEVEL 9**

### **Training Level Or Qualifications**

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

- \* 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

### **Occupational Equivalent**

Researcher of national or international standing; manager; senior school or faculty administrator.

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for

programs involving major change which may impact on other areas of the institution's operations.

### **Judgement, Independence And Problem Solving**

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

### **Typical Activities**

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

## **HIGHER EDUCATION WORKER LEVEL 10**

### **Training Level Or Qualifications**

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

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

### **Occupational Equivalent**

Senior program, research or administrative manager.

### **Level Of Supervision**

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

### **Task Level**

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

### **Organisational Knowledge**

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

### **Judgement, Independence And Problem Solving**

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

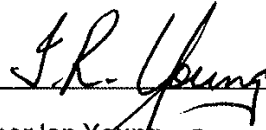
### **Typical Activities**

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

Signed for and on behalf of

SWINBURNE UNIVERSITY OF TECHNOLOGY

Signature



Professor Ian Young

VICE CHANCELLOR and PRESIDENT

Date

8/12/09

NATIONAL TERTIARY EDUCATION UNION

Signature



Grahame McCulloch

GENERAL SECRETARY

Date

7/12/2009