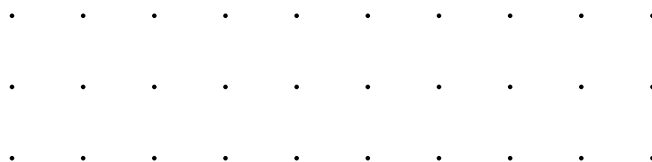




# Swinburne University of Technology - Academic and Professional Employees Enterprise Agreement 2024

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# Section 1: Operational

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## 1 Who does the Agreement apply to?

- 1.1 The Agreement covers and applies to:
- 1.1.1 the University;
  - 1.1.2 the Union; and
  - 1.1.3 employees of the University who are engaged as Academic Employees, Professional Employees and Leadership Employees in classifications described in **Schedule 3 – Academic Employee classifications** and **Schedule 4 – Professional Employee classification descriptions** of this Agreement.
- 1.2 However, the Agreement does not cover or apply to the following employees:
- 1.2.1 the Vice-Chancellor; and
  - 1.2.2 members of the University's Executive Group. Members of the University's Executive Group are employees who are employed in senior management positions and report directly to the Vice-Chancellor (excluding the Chief of Staff, executive support and administrative positions).

## 2 When does the Agreement operate?

The Agreement commences operation seven days after approval by the FWC and will nominally expire on 12 July 2026.

## 3 Words and phrases used in the Agreement

Some of the words and phrases in the Agreement have a particular meaning. These words and phrases can be identified by the capitalisation of the first letter of the word or the first letter of each word in the phrase. The definitions for these words and phrases can be found in **Schedule 1 – Definitions**.

## 4 Relationship to other instruments and laws

- 4.1 The Agreement is to be read and interpreted in conjunction with the NES in accordance with section 55 of the FW Act. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.2 The Agreement supersedes and entirely replaces any workplace instrument that previously covered or applied to the employees covered by the Agreement (except to the extent that is expressly provided for under the Agreement).
- 4.3 To the extent permitted by law, the Agreement operates to the exclusion of any award which may otherwise apply to the employees covered by the Agreement.

## 5 Individual flexibility arrangements

- 5.1 The University and an employee may agree to an individual flexibility arrangement to vary the effect of certain terms of this Agreement to meet the genuine individual needs of the University and the employee. The terms of the Agreement that can be varied by agreement are:
- 5.1.1 arrangements for when work is performed (clauses 15, 16 and 61);
  - 5.1.2 overtime rates (clause 16);
  - 5.1.3 shift allowances (clause 15); and
  - 5.1.4 allowances (clause 20).
- 5.2 Any individual flexibility agreement made under this clause 5 must:
- 5.2.1 meet the genuine needs of the employee and the University; and
  - 5.2.2 be genuinely agreed to by the employee and the University.
- 5.3 The University must ensure that the terms of any arrangement:
- 5.3.1 are about permitted matters under section 172 of the FW Act; and
  - 5.3.2 are not unlawful terms under section 194 of the FW Act; and
  - 5.3.3 result in the employee being better off overall than the employee would be if no arrangement was made.

- 5.4 The University must also ensure that any individual flexibility arrangement:
  - 5.4.1 is in writing and names the parties to the arrangement;
  - 5.4.2 is signed by the University and the employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - 5.4.3 identifies each term of the Agreement that the University and the employee have agreed to vary;
  - 5.4.4 sets out how the arrangement will vary the effect of this Agreement;
  - 5.4.5 details how the employee will be better off overall in relation to the individual employee's terms and conditions of employment; and
  - 5.4.6 states the date the arrangement commences.
- 5.5 The University must give the employee a copy of the arrangement within 14 days after it is agreed to.
- 5.6 The arrangement may be terminated:
  - 5.6.1 by either the University or the employee giving to the other no more than 28 days' notice of termination in writing; or
  - 5.6.2 at any time by written agreement between the University and the employee.





## 6 Types of employment

- 6.1 The University may employ Academic Employees, Professional Employees and Leadership Employees on an ongoing, fixed-term or casual basis.
- 6.2 Ongoing and fixed-term employees may be employed on a full-time or part-time basis.
  - 6.2.1 For the purpose of the NES, the notional ordinary hours for a full-time Academic Employee, or a Leadership Employee who would otherwise be classified as an Academic Employee, are 37.5 hours per week.
  - 6.2.2 The ordinary weekly hours for a full-time Professional Employee, or Leadership Employee who would otherwise be classified as a Professional Employee, are an average of 36.75 hours per week.
- 6.3 A part-time employee will 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.

## 7 Ongoing Contingent Funded Employment

- 7.1 Ongoing Contingent Funded Employment is a distinct category of ongoing employment and means employment with limited term external funding, but not funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.
- 7.2 Ongoing Contingent Funded Employment may be offered on a full-time or part-time basis.
- 7.3 A fixed-term employee whose employment is externally funded may apply for Ongoing Contingent Funded Employment where:
  - 7.3.1 the employee has been employed continuously by the University on a fixed-term basis in the same or similar role for at least three years;
  - 7.3.2 there is external funding available for the position for at least a further 12 months; and
  - 7.3.3 the employee has a consistent history of satisfactory performance and conduct.
- 7.4 The University can reject an application for Ongoing Contingent Funded Employment if the Employee does not meet the requirements of clause 7.3, or if the employee does not meet the inherent requirements of the role.
- 7.5 When the external funding for the employment ceases or is insufficient, the University may terminate the employment in accordance with clause 7.8 by reason of redundancy.
- 7.6 Notwithstanding clause 7.5, if there is an imminent and reasonable prospect of further external funding the University may continue the employment for up to 9 months. If there is no further external funding or the funding is insufficient, the University will terminate the employment in accordance with clause 7.8 by reason of redundancy.
- 7.7 Clause 58 Redundancy does not apply to employees with Ongoing Contingent Funded Employment.

### 7.8 Redundancy of Ongoing Contingent Funded Employment

- 7.8.1 If Ongoing Contingent Funded Employment is terminated by reason of redundancy due to the role no longer being required or the external funding ceasing or being insufficient, the employee will be entitled to:
  - 7.8.1.1 written notice of termination in accordance with the NES (or payment in lieu of notice);
  - 7.8.1.2 redundancy pay in accordance with the NES; and
  - 7.8.1.3 payment for any owing annual or long service leave entitlements due on termination.
- 7.8.2 An employee is not entitled to redundancy pay under clause 7.8.1.2 if:
  - 7.8.2.1 they decline further employment at the University on substantially similar terms; or
  - 7.8.2.2 they obtain further employment within the University.



## 8 Fixed-term employment

### 8.1 Criteria for fixed-term employment

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

#### 8.1.1 Specific tasks or project

A definable work activity which has a starting time, and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, 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.

#### 8.1.2 Research

Work activity by an employee engaged on research only functions for a contract period not exceeding five years.

#### 8.1.3 Replacement employee

An employee:

- 8.1.3.1 undertaking work activity replacing another full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- 8.1.3.2 performing the duties of:
  - 8.1.3.2.1 a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - 8.1.3.2.2 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.

#### 8.1.4 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, the person may be engaged for a fixed period not exceeding two years.

#### 8.1.5 Pre-retirement contract

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

#### 8.1.6 Current student

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 this clause 8.1, 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:

- 8.1.6.1 a fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- 8.1.6.2 an offer of fixed-term employment under clause 8.1.6 must not be made on the condition that the person offered the employment undertake the studentship.

#### 8.1.7 Discontinuation of work area

Where a decision has been made by the University to discontinue work in that area within two years, a fixed-term contract not exceeding two years may be offered.

### 8.1.8 New work area, trial or initiative

A fixed-term contract not exceeding two years may be offered where:

- 8.1.8.1 a new work area has been established within the University no more than 12 months prior to the commencement of employment; or
- 8.1.8.2 the University is implementing a trial or new initiative, and there is uncertainty regarding its continued operation.

### 8.1.9 Apprenticeship or traineeship

The University may, at its discretion, provide opportunity for individuals completing a recognised and approved apprenticeship or traineeship to be engaged by the University through fixed-term employment with the University.

Apprentices and trainees employed by the University are paid in accordance with **Schedule 5 – Apprentices and Trainees**.

### 8.1.10 Performance-based contract

A person who meets the definition of a Leadership Employee in **Schedule 1 – Definitions** and is employed on a fixed-term performance-based contract.

## 8.2 Conversion to ongoing employment

A fixed-term employee will be converted to ongoing employment subject to the following criteria:

- 8.2.1 the employee has been employed by the University in the same or substantially similar position for three consecutive years and is not:
  - 8.2.1.1 a replacement employee under clause 8.1.3;
  - 8.2.1.2 employed on a pre-retirement contract under clause 8.1.5;
  - 8.2.1.3 a current student under clause 8.1.6;
  - 8.2.1.4 an apprentice or trainee under clause 8.1.9; or
  - 8.2.1.5 employed on a performance-based contract under clause 8.1.10;
- 8.2.2 the employee was appointed through an open and competitive selection process;
- 8.2.3 there is a record of satisfactory performance in the position; and
- 8.2.4 the University has an ongoing need for the position.

## 8.3 Severance pay

- 8.3.1 This clause 8.3 only applies to fixed-term Professional Employees and fixed-term Academic Employees.
- 8.3.2 A fixed-term employee is entitled to severance pay where their employment ends due to the expiry of their fixed-term contract where:
  - 8.3.2.1 the employee is engaged on a fixed-term basis under clause 8.1.1 to undertake specific tasks or projects, or under clause 8.1.2 to undertake research;
  - 8.3.2.2 the employee has been employed on two or more consecutive fixed-term contracts in the same or similar position; and
  - 8.3.2.3 the University has not offered the employee further employment.
- 8.3.3 Severance pay will be paid at the employee's Ordinary Salary and calculated as follows:

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

## 8.4 Early termination of fixed-term employment

- 8.4.1 With the exception of employees employed under clause 8.1.10 on a performance-based contract, a fixed-term employee may have their employment terminated by the University in the following circumstances:

- 8.4.1.1 During a probation period;
  - 8.4.1.2 For unsatisfactory performance or Serious Misconduct; or
  - 8.4.1.3 Where the role is no longer required during the period of fixed-term employment the University will explore appropriate redeployment opportunities where feasible for the remainder of the contract. If this is not feasible, and early termination occurs, the employee will be paid 6 months Ordinary Salary or the remainder of their contract whichever is higher.
- 8.4.2 Employees employed under clause 8.1.10 may have their employment terminated by the University in accordance with their contract of employment.

## **8.5 Notice of termination**

If the employment of an employee on a fixed-term contract terminates prior to the expiry of the fixed-term contract, the University will provide notice in accordance with clause 69.

# **9 Part-year and annualised employment – Professional Employees**

- 9.1 This clause 9 does not apply to Academic Employees or Leadership Employees who would otherwise be classified as Academic Employees.
- 9.2 Ongoing and fixed-term employees may be employed on a part-year or annualised basis in accordance with this clause 9.
- 9.3 Upon commencement of employment, the University and the employee will agree in writing on either:
  - 9.3.1 the period or periods of work to be performed by the employee (Work Periods) for part-year employment; or
  - 9.3.2 the number of ordinary hours to be worked by the employee within each year of the employment for annualised employment.
- 9.4 The Work Periods and ordinary hours may be varied by agreement in writing between the University and the employee.
- 9.5 Employees are entitled to the benefit of any public holidays under clause 36 that fall on a day which the employee is scheduled to work.
- 9.6 Leave entitlements will be on a pro-rata basis based on an employee's ordinary hours.
- 9.7 When employment ends, for whatever reason, the University will reconcile the hours of work and pay:
  - 9.7.1 if an employee has received a payment for hours not yet worked, the employee agrees and authorises that the amount will be repaid by the employee to the University as at the date of termination. The University may offset any such amounts owed by the employee against any entitlements owing to the employee;
  - 9.7.2 if an employee has performed work for which they have not yet received pay from the University, the University will pay to the employee such amount as at the date of termination.
- 9.8 Part-year employment arrangements:**
  - 9.8.1 Leave entitlements can only be taken during the Work Periods.
  - 9.8.2 Outside of the Work Periods, the employee will be on unpaid leave, which will not count as service for any purpose, but will not break the continuity of service.
- 9.9 Annualised employment arrangements:**
  - 9.9.1 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.
  - 9.9.2 For the purposes of payment, the Ordinary Salary paid to an annualised employee will be averaged to a fortnightly payment.
  - 9.9.3 Annualised Professional Employees will be eligible for overtime in accordance with clause 16 for hours worked in addition to the annual ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

## 10 Casual employment – Professional Employees

- 10.1 This clause does not apply to Academic Employees or Leadership Employees who would otherwise be classified as Academic Employees.
- 10.2 A casual employee is a person who is employed by the hour and paid on an hourly basis and otherwise has the same meaning as is contained in the FW Act. If an employee is employed on a casual basis, they will be paid a loading of 25% in addition to the hourly rate appropriate to the level of work undertaken.

### 10.3 Minimum Engagement

The minimum period of engagement for a casual Professional Employee will be as follows.

- 10.3.1 Employees who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement of 1 hour. Without limiting the scope of this clause 10.3.1, 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.
- 10.3.2 Employees with a primary occupation elsewhere (or with the University) will have a minimum engagement of 1 hour.
- 10.3.3 All other casual employees will have a minimum engagement of 3 hours, unless, in order to meet the employee's personal circumstances, the employee and the University agree to an engagement of less than 3 hours.

### 10.4 Overtime

Casual employees are entitled to payment for overtime in accordance with clause 16 when they are required to work more than their rostered hours or where they perform work outside the span of hours specified in clause 15.2. Where a casual employee is paid overtime, the 25% casual loading will not be paid for overtime hours worked.

### 10.5 Casual conversion

Casual employees may be eligible for conversion to ongoing employment in accordance with the NES.

## 11 Sessional employment – Academic Employees

- 11.1 This clause does not apply to Professional Employees or Leadership Employees.
- 11.2 A sessional employee is an Academic Employee engaged on a casual basis who is employed by the hour and paid on an hourly basis and otherwise has the same meaning as casual employee as contained in the FW Act.
- 11.3 Sessional employees will be paid in accordance with **Schedule 2 – Rates of pay**. The rates specified in **Schedule 2 – Rates of pay** are inclusive of a 25% casual loading.
- 11.4 Where a sessional employee is required to attend at the University for work, they must be engaged and paid for at least 2 hours of work, inclusive of any associated work time specified in **Schedule 2 – Rates of pay**.
- 11.5 Sessional employees who are engaged to perform teaching duties are entitled to:
- 11.5.1 appropriate work areas, which should include access to email and the internet;
  - 11.5.2 access to information technology equipment and systems necessary to undertake their work;
  - 11.5.3 inclusion in the university's web directory;
  - 11.5.4 be paid for induction when they are required to and attend an induction session; and
  - 11.5.5 be paid for any required attendance.
- 11.6 The University shall endeavour to not increase the full-time equivalent amount of sessional employees as a proportion of the University's academic workforce.
- 11.7 Sessional employees may be eligible for conversion to ongoing employment in accordance with the NES.



## 12 Academic Tutors – Academic Employees

### 12.1 Academic Tutor employment

- 12.1.1 An employee who is employed as an Academic Tutor at the commencement of this Agreement will continue to be engaged consistent with this clause and their annualised employment arrangement until converted under clause 12.6.
- 12.1.2 Academic Tutors have annualised employment on the equivalent terms as annualised employment under clause 9, except that clause 9.3.2 and clause 9.9.3 do not apply to Academic Tutors.

### 12.2 Workload

Academic Tutors will have their workload allocated in a manner consistent with clause 23, except that an Academic Tutor will not receive a workload allocation for research or innovation and engagement.

### 12.3 Additional work

- 12.3.1 Academic Tutors, other than those that are full-time, may undertake ad hoc additional work (equivalent to overtime), by agreement, for the University. Such additional work will be paid at a rate equivalent to the sessional employee rates in **Schedule 2 – Rates of pay** of this Agreement. There is no accrual of leave entitlements (howsoever described) or payment of superannuation contributions in respect of these additional hours.
- 12.3.2 Where in any year, the University requires an Academic Tutor to work additional ordinary hours, the University will increase the Academic Tutor's time fraction for the relevant year or on an ongoing basis.

### 12.4 Taking of annual leave

Academic Tutors are generally required to take their annual leave each calendar year at a time when they are not ordinarily rostered to teach.

### 12.5 Eligibility for academic promotion

Academic Tutors will be entitled to apply for academic promotion through the University's standard academic promotion process. If an Academic Tutor is successful in being promoted to Level B (or a higher level) they will be offered ongoing employment at that level in a non-Academic Tutor position.

### 12.6 Academic Tutor conversion to Education Specialist positions

Within 3 months of commencement of this Agreement, the University will convert all Academic Tutors who have been performing to a satisfactory standard to an ongoing Education Specialist position. The conversion will be:

- 12.6.1 at their substantive time fraction as an Academic Tutor plus the fractional equivalent of any additional hours worked in their Academic Tutor position in their substantive department in the 12 months immediately preceding conversion; and
- 12.6.2 at Level B increment 1.

## 13 Lecturers [Teaching Intensive] – Academic Employees

- 13.1 An employee who is employed at the commencement of this Agreement as a Lecturer (Teaching Intensive), which is also referred to as a Teaching Fellow, will continue to be engaged consistent with their existing employment arrangements except as agreed between the University and the employee.
- 13.2 Where a Lecturer (Teaching Intensive) has been performing to a satisfactory standard the University will offer conversion to an ongoing Education Specialist position, which the employee may accept or decline. The offer of conversion will be:
  - 13.2.1 made within three months of the commencement of this Agreement;
  - 13.2.2 at the same time fraction, unless otherwise agreed; and
  - 13.2.3 at the same classification level and increment.

## 14 Terms of engagement

- 14.1 Upon engagement, the University will advise the employee of the type of employment and terms of engagement.
  - 14.1.1 Nothing in this Agreement prevents an employee from engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.

# Section 3: Working Arrangements – Professional Employees

Section 3 of the Agreement applies to Professional Employees only. Section 3 of the Agreement does not apply to Academic Employees or Leadership Employees.

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## 15 Hours of work

### 15.1 Ordinary hours

15.1.1 The ordinary weekly hours for a full-time employee are an average of 36.75 hours per week. The ordinary weekly hours for a part-time employee will be based on their time fraction and paid on a pro rata basis.

15.1.2 An employee's ordinary hours will be worked continuously on any given day, except for meal breaks.

### 15.2 Span of ordinary hours (non-shift employees)

15.2.1 Ordinary hours for employees, other than employees engaged as shift employees, may be worked between 7:00am and 6:00pm, Monday to Friday.

15.2.2 Where the University requests an employee to work some of their ordinary hours between 7:00am and 8:00am, this may only occur where the employee agrees.

### 15.3 Meal breaks

An employee will not be required to work more than 5 consecutive hours without taking an unpaid meal break of at least 30 minutes. Time taken as unpaid meal breaks will not be counted as time worked.

### 15.4 Shift employees

15.4.1 Employees who are classified at HEW Level 7 or below may be engaged as shift employees.

15.4.2 Ordinary hours for an employee who is engaged as a shift employee will be rostered in accordance with the table below. Ordinary hours will not exceed ten hours in a single shift, inclusive of a meal break. Shift employees will be paid the following shift allowances for their ordinary hours of work.

Shift	Shift allowance
<b>Monday to Friday: day shift</b> Shift starting at or after 6:00am and finishing at or before 6:00 pm	None: paid at Ordinary Salary
<b>Monday to Friday: evening shift</b> Shift finishing after 6:00pm and at or before midnight.	Ordinary Salary + 15%
<b>Monday to Friday: night shift</b> Shift finishing after midnight and at or before 8:00am	Ordinary Salary + 15%
<b>Saturday shift</b>	Ordinary Salary + 50%
<b>Sunday shift</b>	Ordinary Salary + 100%
<b>Public holiday shift</b>	Ordinary Salary + 150%

15.4.3 Where changes are made by the University to the employee's shift or roster, or the employee is transferred between rosters the employee must be notified at least 72 hours prior to the change becoming operative. Where 72 hours' notice is not provided, the employee will be entitled to an allowance of 50% of their Ordinary Salary for any work performed in the period where notice should have been provided, instead of any other shift penalty that may apply.

## 16 Overtime

16.1 Overtime means time approved in advance by an employee's manager to be worked by an employee in excess of, or outside of, the ordinary hours of an employee.

16.2 The University may request an employee to work reasonable overtime on reasonable notice to meet operational needs. Notwithstanding that an employee may agree to work overtime where reasonable notice is not provided.

16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

16.3.1 any risk to the employee's health and safety;

16.3.2 the employee's personal circumstances including any family responsibilities;

16.3.3 the needs of the workplace and enterprise;

16.3.4 the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and

16.3.5 any other relevant matter.

16.4 Employees will not be required to work excessive or extended periods of overtime on a regular basis.

### 16.5 Overtime rates for non-shift employees

When an employee, other than an employee engaged as a shift employee, is required to work overtime they will be entitled to overtime payments, or time off in lieu where agreed between the employee and their manager, in accordance with the below table.

Employee classification	Time off in lieu for each hour worked	or	Overtime rate for each hour worked
<b>HEW Level 1 to HEW Level 7 inclusive</b>			
<b>Monday to Saturday</b>	<b>First 3 hours of overtime per day:</b>	1.5 hours	or Ordinary Salary + 50%
	<b>Thereafter:</b>	2 hours	or Ordinary Salary x 2
<b>Sunday</b>		2 hours	or Ordinary Salary x 2
<b>Public holiday</b>		2.5 hours	or Ordinary Salary x 2.5
<b>HEW Level 8</b>			
<b>Monday to Sunday</b>		1 hour	N/A
<b>Public holiday</b>		1.5 hours	N/A
<b>HEW Level 9 and above</b>			
<b>Monday to Sunday</b>		1 hour	N/A
<b>Public holiday</b>		1 hour	N/A

16.5.1 Employees classified at HEW Level 8 or above are only entitled to time off in lieu for overtime worked.

16.5.2 The casual loading prescribed by clause 10.2 will not be paid for overtime or public holiday hours worked by a casual employee.

16.5.3 Where an employee is receiving a higher duties allowance and they work overtime, either the overtime or the time off in lieu taken will be paid at the employee's Ordinary Salary plus the higher duties allowance.

### 16.6 Overtime rates for shift employees

When an employee engaged as a shift employee works overtime, they will be paid at their Ordinary Salary plus 100%, except where overtime falls on a public holiday. When overtime falls on a public holiday, that overtime will be paid at the employee's Ordinary Salary plus 150%.

### 16.7 Taking time off in lieu

Accrued time off in lieu must be taken within 6 months of accrual at a mutually agreeable time. Time off in lieu will be paid out at the rates specified in the table at clause 16.5.

### 16.8 Time off in lieu at termination

Accrued but untaken time off in lieu will be paid out at the rates specified in the table at clause 16.5 at termination of employment.

### 16.9 Calculation of overtime

Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked on a particular day.

### 16.10 Overtime meal allowance

Where an employee is required to perform more than 2 hours of overtime after completion of their ordinary hours and has worked at least 5 hours in total without a break for a meal, the employee will be given an unpaid meal break and paid a meal allowance of \$19.97.



### 16.11 Recall to duty

- 16.11.1 An employee required to work overtime which is not continuous with ordinary hours will receive a minimum of 3 hours of paid overtime or time off in lieu in respect of that overtime.
- 16.11.2 Where there is more than one overtime attendance in a particular day, this provision does not operate to increase the overtime entitlement beyond that which would have been applicable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

### 16.12 Break after overtime

If, at the completion of a period of overtime, there is a break of less than 10 hours plus reasonable travel time until an employee's ordinary hours are scheduled to start, the University will either:

- 16.12.1 provide the employee with a break of 10 hours plus reasonable travel time (being the time normally taken to travel between the workplace and their residence and back), without any loss of pay for the employee's scheduled ordinary hours; or
- 16.12.2 pay the employee at their Ordinary Salary plus 100% for all time worked until the employee is given a break of at least 10 hours plus reasonable travel time.

### 16.13 Transport of employees after overtime

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the University will upon request by an employee provide the employee with either transport to the employee's home or, where the employee used their own car, reimbursement at the appropriate rate per kilometre.

## 17 Workload

- 17.1 The University is committed to the management of workloads. Professional Employees will be allocated a workload that reflects what can reasonably be achieved within the ordinary hours of duty of the employee, and managed within the span of hours in clause 15.2. Nothing in this clause prevents the University from requesting an employee to work overtime in accordance with clause 16.
- 17.2 Where an employee is concerned that their workload is excessive, unreasonable or unsafe, this should be raised with their manager in the first instance for discussion and resolution. This discussion should explore the employee's workload, their concerns, and options for resolution. The goal of this discussion is to ensure the employee's workload is reasonable and not excessive.
- 17.3 Where an employee's workload concerns are not resolved following discussion in line with clause 17.2, the employee may escalate their workload concerns to their manager's manager. The manager's manager will consider the employee's workload and concerns; the view of the manager; and options for resolving any workload issues.
- 17.4 At any stage during this process an employee may seek advice from, or be represented by, a Union or health and safety representative and may seek advice or assistance from the University's People & Culture team to resolve their workload concerns.
- 17.5 Where an employee's workload concerns are not resolved following clause 17.2 and clause 17.3, the employee can access the dispute resolution procedures at clause 67.

## 18 Classification

Professional Employee positions will be classified in accordance with **Schedule 4 – Professional Employee classification descriptions**. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.

### 18.1 Reclassification

A Professional Employee may apply for reclassification of their position where:

- 18.1.1 the duties and responsibilities of the position have changed substantially so as to suggest that the position may no longer be appropriately classified and these changes are expected to continue; or
- 18.1.2 the employee is in a position classified at HEW Level 1, HEW Level 2 or HEW Level 3 and has reached the highest increment for that level.
- 18.2 Where a Professional Employee applies for reclassification and is successful in receiving reclassification pursuant to clause 18.3, their position will be reclassified to the next HEW Level and the employee will initially be appointed to the first increment for that level, except as otherwise agreed.

- 18.3 The following process applies when a reclassification application occurs under clause 18.1.1:
- 18.3.1 an employee will submit a revised position description to their manager for review and approval. When agreement cannot be reached on the contents of a position description, or there is an unreasonable delay, the employee can access the dispute resolution procedures at clause 67;
  - 18.3.2 the revised position description needs to be submitted to the manager's manager for oversight and approval; and
  - 18.3.3 the employee will submit the approved position description to the University's People & Culture team who will then arrange for a classification committee to convene within 1 month, unless otherwise agreed by the University and the Union.

#### **18.4 Classification committee**

- 18.4.1 The classification committee will be comprised of up to 2 employees nominated by the University and up to two employees nominated by the Union.
- 18.4.2 If an employee on the classification committee has a conflict of interest with a reclassification application, they will withdraw themselves from that committee for the application and an alternative committee member will be nominated.
- 18.4.3 The role of the classification committee is to consider reclassification applications independently and objectively, and ensure that the reclassification process protects the integrity of the classification descriptions and position descriptors.
- 18.4.4 The classification committee can request additional information from relevant employees to assist its assessment of an application.
- 18.4.5 The classification committee will assess the position description against the Professional Employee classification descriptions in **Schedule 4 – Professional Employee classification descriptions** and determine the appropriate classification level within 1 month.
- 18.4.6 The classification committee is required to determine the appropriate classification level by consensus.
- 18.4.7 Where the classification committee is unable to reach a decision by consensus, the reclassification application will be forwarded to a new classification committee for determination.
- 18.4.8 Where the second classification committee is unable to reach a decision by consensus, the reclassification application will be forwarded to the relevant Executive Group member for determination.
- 18.4.9 Where the classification committee's decision is that the current classification is the appropriate classification, the employee and supervisor will be provided with a written determination of reasons for the determination.
- 18.4.10 The effective date of a change in classification will be the date the reclassification application was submitted to People & Culture.

#### **18.5 Reclassification determination review process**

- 18.5.1 An employee who applied for reclassification may seek a review of the classification committee's determination within 5 working days of receiving the written determination if there has been procedural irregularity.
- 18.5.2 The review will be conducted by an external person who is suitably skilled and qualified to determine the application. Once the review is conducted, People & Culture will notify the employee of the outcome of the review.

## **19 Position redesign**

- 19.1 Where the duties and responsibilities of a position change significantly, the position description will be updated and a copy provided to the employee.
- 19.2 The University will provide any required training and development opportunities to enable an employee to meet changed job requirements.
- 19.3 Nothing in this clause 19 prevents an employee from applying for reclassification in line with clause 18.1.

## 20 Higher duties allowance

- 20.1 An employee who agrees to act in a position at a higher level for more than 2 consecutive working weeks will be entitled to be paid a higher duties allowance from the date the employee commenced the higher duties.
- 20.2 The higher duties allowance will be calculated as the difference between the employee's Ordinary Salary and the minimum salary of the position at the higher level. The higher duties allowance will apply to all paid leave (except long service leave) taken during the period of higher duties.
- 20.3 Where an employee is only required to perform a proportion of a position at a higher level, the higher duties allowance will be paid on a proportionate basis that equates to the proportion of duties of the higher position performed.
- 20.4 For each aggregate period of one year where an employee has acted in a position at a higher level, the employee will be eligible to receive an increment in the higher level position.
- 20.5 If an employee is appointed to the position at a higher level after having performed a period of higher duties in that position, the period of higher duties will count towards the employee's incremental progression in that position.
- 20.6 An employee who does not agree to act in a position at a higher level will not be penalised.

## 21 On-call allowance

- 21.1 This clause 21 does not apply to Professional Employees in positions classified at HEW Level 9 who are on an Agreed Salary or HEW Level 10.
- 21.2 Subject to approval in advance by the relevant head of department or equivalent and the Chief People Officer or nominee, the University may determine that some positions are required to be on-call.
- 21.3 Rostering of an employee to be on-call will be by agreement with the employee. All requests for an employee to be rostered on-call and any subsequent payment of the on-call allowance must be approved in advance by the employee's manager.
- 21.4 Where an employee is rostered and required to be on-call to either respond to queries or undertake work outside of the employee's ordinary hours, they will be paid an on-call allowance.
- 21.5 The on-call allowance will be an amount equal to 15% of the employee's Ordinary Salary for the time the employee is rostered on-call.
- 21.6 Rostered periods of on-call will be at least 2 hours and not more than 1 week.
- 21.7 An employee who is rostered on-call must be contactable, fit for work and ready to undertake work via remote login and/or onsite attendance within 1 hour.
- 21.8 This clause 21 operates in conjunction with the overtime and recall to duty provisions in clause 16 except that:
  - 21.8.1 where an employee responds to a query during a rostered period of on-call that does not take more than 15 minutes to resolve, the overtime and recall to duty provisions do not apply; and
  - 21.8.2 where an employee is recalled to duty during a rostered period of on-call they will not be paid the on-call allowance for the duration of the period of recall to duty.
- 21.9 This clause 21 supersedes and replaces all existing on-call payment arrangements that are in place through policy, process or other arrangements prior to the commencement of this Agreement.

## 22 Changes to work location

- 22.1 This clause 22 only applies to Professional Employees engaged on a fixed-term or ongoing basis.
- 22.2 The University is mainly an on-campus institution, and employees are employed to perform their roles at location(s) determined by the University. Employees may apply for a change in work location in writing through the University's framework for requesting flexible work arrangements.
- 22.3 Changes in work location may be requested and agreed in writing on an ad-hoc, short term or regular basis where the needs of the department, the employee and the University can reasonably be met and continue to be met with ongoing demonstration of satisfactory performance of the requirements of the role.

- 22.4 Ongoing changes to work location need to be formalised, will be reviewed at least annually, and will remain subject to any reasonable directions to attend the workplace at the employee's cost, including where there are specific events or activities that the University requires the employee to attend.
- 22.5 Employees need to be reasonable in their requests for a change in work location and managers need to be reasonable in considering requests.
- 22.6 The University may only refuse an employee's change to work location request where it is not reasonably practicable to accommodate such request.
- 22.7 The University may review and terminate a change to work location arrangement following discussion with the employee, provided that 4 weeks' notice is provided. Termination of agreed changes to work location will only occur if the operational requirements of the role or department are no longer able to be reasonably met or the employee is not satisfactorily performing the role.



# Section 4: Working Arrangements – Academic Employees

Section 4 of the Agreement applies to Academic Employees only. Section 4 of the Agreement does not apply to Professional Employees or Leadership Employees or sessional employees, except where expressly stated.

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## 23 Workload

- 23.1 This clause 23 does not apply to:
- 23.1.1 Academic Employees:
    - 23.1.1.1 engaged on a fixed-term basis under clause 8.1.2 solely to undertake research;
    - 23.1.1.2 undertaking research where their employment is fully funded by external research funding; or
    - 23.1.1.3 employed outside of schools or research centres where teaching and/or research does not form a major part of their role; and
  - 23.1.2 sessional employees.
- 23.2 Managers in consultation with employees will be responsible for the appropriate and equitable allocation of workload within their discipline, school and the University.
- 23.3 Workload will be allocated in a manner consistent with this clause 23 and the University's academic workload procedure.
- 23.4 The academic workload procedure can be amended from time to time through consultation with relevant employees and the Union, taking into account the changing nature of academic work, needs of the University, appropriate discipline nuance and other relevant factors. Through consultation the University will encourage input and give genuine consideration to feedback from employees and the Union.
- 23.5 Academic workload will include some or all of the following activities:
- 23.5.1 learning and teaching;
  - 23.5.2 research and scholarship;
  - 23.5.3 University service, leadership, administration and professional activities; and
  - 23.5.4 innovation and engagement.
- 23.6 All academic work activities required by the University will be recognised in academic workloads. The time allocated for required academic work will reflect a fair and sufficient estimate of the time necessary for a competent employee to perform the work at a professional standard.
- 23.7 The University will not introduce trimesters during the life of this Agreement.

### 23.8 Annual workload and hours

- 23.8.1 Workload will be allocated using an annual approach, or, for an employee commencing during a calendar year or a part-time employee, a proportion thereof.
- 23.8.2 Allocated workload will be fair, transparent and equitable and based on a maximum of 1710 annual accountable hours per calendar year, except that 1710 may be exceeded in accordance with clause 23.9.4.
- 23.8.3 The 1710 annual accountable hours represents 1950 hours (52 weeks), less 150 hours (4 weeks) of annual leave and 90 hours (12 days) of public holidays.
- 23.8.4 Where an employee takes more or less than 4 weeks of leave in a calendar year, the employee's annual accountable hours for that year will be reduced or increased proportionately.
- 23.8.5 Employees will not be required to undertake the duties of another employee if doing so would result in the workload of the employee not being consistent with this clause 23.
- 23.8.6 Individual workload allocations will be made:
- 23.8.6.1 after discussion between the supervisor and the employee;
  - 23.8.6.2 taking into account equity, the operational needs of the University and the academic career path and reasonable career aspirations of the employee; and
  - 23.8.6.3 in a manner that enables all required work to be performed within an average of 37.5 hours per week.

### 23.9 Academic career paths and summary workload allocations

- 23.9.1 The University recognises three academic career paths:
- 23.9.1.1 Teaching and Research;

- 23.9.1.2 Education Specialist; and
- 23.9.1.3 Research Specialist.
- 23.9.2 The University recognises the centrality of education and research to the University endeavour. During the nominal life of the Agreement, Education Specialists will not exceed 35% of the total non-sessional Academic Employees on a full-time equivalent basis. Except that Academic Employees who request or voluntarily agree to transfer to an Education Specialist career path are excluded from the 35% calculation.
- 23.9.3 The workload allocations for each career path will be within the following ranges:
  - 23.9.3.1 **Teaching and Research:** 65% maximum for teaching and teaching related activities; 65% maximum for research; 10% for Innovation and Engagement; and a minimum of 10% for Service.
  - 23.9.3.2 **Research Specialists:** 80% maximum for research; 10% for Innovation and Engagement; and a minimum of 10% for Service.
  - 23.9.3.3 **Education Specialists:** 80% maximum for teaching and teaching related activities; 10% for Innovation and Engagement; and a minimum of 10% for Service.
- 23.9.4 The workload allocation amounts above may be varied by agreement between an employee and their manager for a limited time.
- 23.9.5 Employees with Research Specialist career paths may undertake limited teaching by agreement, and employees with Education Specialist career paths may undertake limited research by agreement.
- 23.9.6 An employee may request to change academic career paths based on their reasonable career aspirations. Such a request will ordinarily be made through the YPD process and discussion.
- 23.9.7 Where an employee requests to change academic career paths, their manager will discuss with the employee how they can gain any necessary additional skills and experience to support a change in academic career paths. The manager will endeavour to support the acquisition of the necessary additional skills and experience over an agreed timeframe.
- 23.9.8 Once the employee has obtained the necessary additional skills and experience, the employee may formally apply to change academic career paths and the University will consider the application based on merit, whether the employee meets the requirements of the desired career path, the needs of the University, equity and other operational requirements.

## 23.10 Teaching allocations

- 23.10.1 Teaching allocations include teaching delivery, teaching related duties and educational leadership, scholarship and development.
- 23.10.2 Education Specialists will have a minimum 10% workload allocation for educational leadership, scholarship and development, as part of their teaching allocation. Educational development in this clause does not refer to unit development as specified in the academic workload procedure.
- 23.10.3 Employees will be provided with information about their teaching allocations within a reasonable time prior to the commencement of teaching periods to allow adequate time to prepare for teaching delivery.
- 23.10.4 Employees will not be required to undertake teaching delivery for more than 15 hours per week, except during an intensive teaching program or by agreement.
- 23.10.5 Teaching delivery and teaching related duties may be required for:
  - 23.10.5.1 up to 36 weeks per year for Teaching and Research employees; or
  - 23.10.5.2 up to 42 weeks per year for Education Specialist employees, unless otherwise agreed with the employee.
- 23.10.6 Allocations for teaching delivery will be equivalent for face to face and online delivery.
- 23.10.7 Employees will not be required to undertake teaching delivery on weekends or public holidays, except by agreement.
- 23.10.8 Employees with a Teaching and Research career path will not be required to undertake teaching delivery during summer term, except by agreement.

### **23.11 Innovation and engagement allocations**

23.11.1 Innovation and engagement allocations are for self-directed work activities utilising expertise that contribute to the innovation, esteem, public or scholarly profile, industry and community professional engagement of the University.

### **23.12 Research development plans**

23.12.1 To assist:

23.12.1.1 early career researchers;

23.12.1.2 those returning to research after extended leave;

23.12.1.3 employees following a significant break in research due to other reasonable factors;  
or

23.12.1.4 active PhD candidates,

an employee may apply to the Dean of School (or equivalent) for an increased research workload allocation to develop a research profile.

23.12.2 Research development plans need to include a detailed plan with expected research outcomes. Research development plans may be in place for up to three years. Continuation of an increased research allocation and plan is contingent on performance and sufficient progress towards meeting the expected outcomes in the plan.

23.12.3 If approved, the employee will have their work allocation adjusted by an approved amount to allow sufficient time for the employee to increase their research output in line with their research development plan.

### **23.13 Workload allocation review process**

23.13.1 Where an employee is concerned that their workload is unreasonable or has not been allocated in accordance with clause 23 or the academic workload procedure, this should be raised with their department chair, or nominee, in the first instance for review and discussion. The department chair, or nominee, will review and discuss the workload allocation and attempt to achieve a resolution within a reasonable timeframe.

23.13.2 Where an employee's workload concerns are not resolved following review and discussion in accordance with clause 23.13.1, the employee may escalate their workload concerns to the relevant Dean of School, or nominee. The Dean of School, or nominee, will review the workload allocation and attempt to achieve a resolution within a reasonable timeframe.

23.13.3 Where an employee's workload concerns are not resolved following review and discussion in accordance with clause 23.13.1 and 23.13.2, the employee may escalate their workload concerns to the Pro-Vice Chancellor (Education and Quality), or equivalent. The Pro-Vice Chancellor (Education and Quality), or equivalent, will review the workload allocation and determine an outcome.

23.13.4 The outcome will be communicated in writing to the employee and specify whether:

23.13.4.1 the workload has been allocated in a manner consistent with this Agreement;

23.13.4.2 the workload has been allocated in a manner consistent with the academic workload procedure; and

23.13.4.3 the workload allocation requires adjustment.

23.13.5 Where an employee remains concerned that their workload has not been allocated in accordance with this clause following clause 23.13.3, the employee can access the dispute resolution procedures at clause 67.

23.13.6 At any stage during this process an employee may seek advice from, or be represented by, a Union or health and safety representative and may seek advice or assistance from the University's People & Culture team to resolve their workload allocation concerns.

## **24 Academic workload reference group**

24.1 The University will establish an academic workload reference group within 3 months of commencement of this Agreement.

24.2 The academic workload reference group will advise the University on the revision of the academic workload procedure during 2024 with implementation of the revised academic workload procedure to be effective from 2025.



- 24.3 The academic workload reference group will consist of:
  - 24.3.1 the Pro Vice-Chancellor (Education and Quality), or equivalent, as the Chair;
  - 24.3.2 the Pro Vice-Chancellor (Research Policy and Impact), or equivalent;
  - 24.3.3 5 Academic Employees selected by the Pro-Vice Chancellors specified above, ensuring:
    - 24.3.3.1 a combination of employees in leadership and non-leadership positions, provided that there will be no more than two employees in leadership positions;
    - 24.3.3.2 a variety of academic levels;
    - 24.3.3.3 a diversity of backgrounds and genders;
    - 24.3.3.4 employees from different disciplines and departments; and
  - 24.3.4 2 Academic Employees nominated by the Union.

## 25 Academic promotion

- 25.1 Academic Employees with at least two years of completed fixed-term or ongoing Continuous Service at the University will be eligible to apply for promotion in accordance with the University's academic promotion process.
- 25.2 Promotion applications will be assessed on criteria that takes into account the employee's career path, workload allocation and disciplinary norms.
- 25.3 The University's academic promotion process will be merit based and include:
  - 25.3.1 gender representation on promotion committees;
  - 25.3.2 timelines for assessing an application; and
  - 25.3.3 an appeals process.

## 26 Creation of Education Specialist positions

- 26.1 This clause applies to sessional employees.
- 26.2 The intent of this clause is to provide ongoing employment and a meaningful career pathway for sessional employees to Education Specialist positions.
- 26.3 As part of a program to increase job security, the University will create and advertise 30 full time equivalent ongoing Education Specialist positions with:
  - 26.3.1 A minimum of 15 full-time equivalent positions filled in the first year following commencement of the Agreement;
  - 26.3.2 A minimum of 8 full-time equivalent positions filled in the second year following commencement of the Agreement; and
  - 26.3.3 The remaining positions filled in the third year following commencement of the agreement.
- 26.4 Positions will be advertised internally with applications restricted to Swinburne sessional employees. To be eligible to apply, a sessional employee must have worked for at least 2 teaching periods for the University on a sessional basis in the two years preceding advertisement.
- 26.5 The selection process and appointments will be based on merit.
- 26.6 If in any year the University is unable to fill the required positions with Swinburne sessional employees, the University will continue to advertise internally and seek to fill the remaining positions throughout the life of the agreement.
- 26.7 The University will report biannually to the Union on the total number of positions filled in accordance with this clause 26.

### 26.8 Education Specialist offers of employment

Successful applicants under this clause 26 will be offered employment:

- 26.8.1 at Level B increment 1 for those who have a doctoral qualification; or
  - 26.8.2 at Level A increment 6 if they do not hold a doctoral qualification; and
  - 26.8.3 on a full or part time basis depending on the workload needs of the department, provided that the minimum time fraction offered will be 0.4.
- 26.9 Nothing in this clause 26 prevents or limits the University from advertising or offering Education Specialist positions at any point in time.

# Section 5: Probation, Performance, Conduct and Development

Section 5 of the Agreement applies to ongoing and fixed-term Professional Employees and Academic Employees only.

Section 5 of the Agreement does not apply to Leadership Employees or casual/sessional employees.

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## 27 Probation

- 27.1 Employment with the University may be subject to a probation period.
- 27.2 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.
- 27.3 During the probation period the University will seek to assist the new employee by providing:
- 27.3.1 training;
  - 27.3.2 regular feedback;
  - 27.3.3 probation meetings; and
  - 27.3.4 opportunities to improve performance and/or conduct during the probation period.
- 27.4 Professional Employees will be subject to a probation period of up to 6 months from the date of commencement of their employment, unless extended.
- 27.5 Academic Employees will be subject to a probation period in accordance with the below table from the date of commencement of their employment.

Type of employment	Probation period
Ongoing employee or fixed-term employee with a contract duration of more than 12 months	12 months, with an option to extend by a further period of up to 12 months
Fixed-term employee with a contract duration of 12 months or less	No more than half of the contract duration

- 27.6 Fixed-term employees on a contiguous second or subsequent fixed-term contract will not be subject to a further probation period in relation to that second or subsequent contract.
- 27.7 The University may elect to extend the probation period in circumstances where an employee is absent from the workplace to such an extent that the employee's performance cannot be properly assessed during the probation period. The duration of such extension may be equal to the length of the absence.
- 27.8 An employee may apply for their probation period to be ended early at any time during the probationary period, where this occurs the end of probation must be confirmed in writing.
- 27.9 Where there are performance or conduct concerns (other than Serious Misconduct) during the probation period, the University will:
- 27.9.1 inform the employee of the concerns with their performance and/or conduct;
  - 27.9.2 provide the employee with an opportunity to respond to the concerns;
  - 27.9.3 provide reasonable support and time for the employee to meet the expected standards of performance and/or conduct before the end of the probation period; and
  - 27.9.4 allow the employee to have a support person or Union representative attend any meetings about the employee's performance and/or conduct.
- 27.10 Where the University is considering termination of employment prior to the end of the probationary period, the University may extend the probationary period for a Professional Employee by up to 4 weeks, and for an Academic Employee by up to 3 months (in addition to the periods specified in clause 27.5).
- 27.11 During the probation period, the University may terminate the employee's employment by giving written notice of termination in accordance with the NES (or payment in lieu thereof) or without notice if the employee engages in Serious Misconduct.
- 27.12 The University can only terminate employment during probation due to poor performance and/or conduct if the process at clause 27.9 has been completed.
- 27.13 A probation period will automatically end on the specified end date, unless the University has extended the probation period or terminated the employment.

## 28 Performance and professional development

- 28.1 Employees will participate in the YPD performance and development process on an annual basis.

- 28.2 The YPD process aims to:
  - 28.2.1 assist employees to achieve agreed objectives and perform at their optimum level;
  - 28.2.2 identify and plan participation in development activities that will assist employees to build capabilities required to achieve agreed objectives;
  - 28.2.3 allow annual discussion of position descriptions;
  - 28.2.4 align expectations to employee's classification and allocated workload; and
  - 28.2.5 ensure all University work is valued.
- 28.3 The University will endeavour to provide employees access to development programs to enhance professional development and skills and/or knowledge to assist in their performance in their current role and/or another role within the University to which the employee aspires.

## 29 Procedures for unsatisfactory performance and misconduct

- 29.1 This clause 29 does not apply to employees in their probation period.
- 29.2 At each step of these procedures the employee concerned will have the right to representation from a Union representative or assistance from a support person of their choice.
- 29.3 Where the University has concerns with an employee's performance or conduct that are to be addressed through these procedures, the University will ensure that the process is initiated and concluded without unreasonable delay.
- 29.4 The University will not commence managing unsatisfactory performance under this clause 29 based principally on student feedback on teaching surveys.
- 29.5 Outcomes under these procedures can include, but are not limited to:
  - 29.5.1 counselling or coaching;
  - 29.5.2 training or professional development;
  - 29.5.3 performance and/or conduct improvement plan;
  - 29.5.4 verbal or written warnings, reprimand or censure;
  - 29.5.5 disciplinary action as a stage three outcome including:
    - 29.5.5.1 withholding an increment or discretionary pay increase;
    - 29.5.5.2 demotion or transfer to a different position; and
    - 29.5.5.3 termination of employment.

### 29.6 Managing unsatisfactory performance and misconduct

#### 29.6.1 Stage one

If the University has concerns:

- 29.6.1.1 about an employee's performance; and/or
- 29.6.1.2 that an employee has engaged in misconduct;

the University will organise a meeting with the employee and provide the concerns in writing prior to the meeting. During the meeting the University will give the employee an opportunity to respond to the concerns and may counsel the employee about their performance and/or conduct.

- 29.6.2 The University will provide the employee with clear and reasonable expectations about the required standard of performance and/or conduct and provide reasonable support and time for the employee to meet those expectations. If it considers it necessary, the University may choose to implement appropriate outcomes that are reasonable in the circumstances.

#### 29.6.3 Stage two

If the University has:

- 29.6.3.1 continuing or reoccurring concerns about unsatisfactory performance within no more than 12 months following stage one; or
- 29.6.3.2 continuing or reoccurring concerns about conduct following stage one; or
- 29.6.3.3 concerns that an employee has engaged in misconduct that, in all the circumstances, justifies an immediate first written warning;

the University will organise a meeting with the employee and provide the concerns in writing prior to the meeting. During the meeting the University will give the employee an opportunity to respond to the concerns and will discuss the concerns with the employee.

29.6.4 The University will advise the employee how they must improve or alter their conduct and/or performance, provide reasonable support and set a timeframe within which the employee is to demonstrate significant improvement in their performance and/or conduct. The University will consider appropriate outcomes, including issuing a first written warning and any other outcome that is reasonable in the circumstances.

#### **29.6.5 Stage three**

If the University has:

- 29.6.5.1 continuing or reoccurring concerns about unsatisfactory performance within no more than 12 months following a stage two first written warning; or
- 29.6.5.2 continuing or reoccurring concerns about conduct following stage two; or
- 29.6.5.3 concerns that an employee has engaged in misconduct that, in all the circumstances, justifies an immediate final written warning;

the University will organise a meeting with the employee and will provide the concerns in writing prior to the meeting. During the meeting the University will give the employee an opportunity to respond and will discuss the concerns with the employee.

29.6.6 The University will advise the employee how they must improve or alter their conduct and/or performance, provide reasonable support and set a timeframe within which the employee is to demonstrate significant improvement in their performance and/or conduct. The University may consider appropriate outcomes, including issuing a final written warning and any other outcomes or disciplinary action that is reasonable in the circumstances.

#### **29.6.7 Termination of employment**

If the University has:

- 29.6.7.1 continuing or reoccurring concerns about unsatisfactory performance within no more than 12 months following a stage three final written warning; or
- 29.6.7.2 continuing or reoccurring concerns about conduct following stage three;

the University will:

- 29.6.7.3 in the case of misconduct, commence the Serious Misconduct process at clause 30;
- 29.6.7.4 in the case of unsatisfactory performance:
  - 29.6.7.4.1 inform the employee of the intended outcomes and give the employee an opportunity to respond verbally and/or in writing within 5 days or as otherwise agreed;
  - 29.6.7.4.2 consider the employee's response to the intended outcomes before confirming the final disciplinary action; and
  - 29.6.7.4.3 provide the employee with written confirmation of the final disciplinary outcomes.

29.6.8 If the final outcome is termination of employment, the University will give the employee notice of termination in accordance with clause 69.

29.6.9 Nothing in this clause 29.6 prevents the University from progressing straight to a Serious Misconduct process in accordance with clause 30 where that is justified by the seriousness of the conduct allegedly engaged in by the employee.

29.7 If after a written warning has been issued, a period of 12 months passes without any further warnings or disciplinary action being required, the written warning will be removed from the employees' personnel file.

## **30 Process for Serious Misconduct**

30.1 This clause 30 does not apply to employees in their probation period.

30.2 At each step of this process the employee concerned will have the right to representation from a Union representative or assistance from a support person of their choice.



- 30.3 During the Serious Misconduct process, the University may suspend an employee from duty with pay.
- 30.4 During the Serious Misconduct process, an employee may resign at any stage by giving notice of resignation.
- 30.5 In undertaking a Serious Misconduct process against an employee, the University must:
  - 30.5.1 inform the employee in writing of the allegations of Serious Misconduct;
  - 30.5.2 allow the employee 10 days to respond to the allegations;
  - 30.5.3 after considering the employee's response to the allegations, determine whether an investigation is required and, if so, arrange for an investigation to be conducted as follows:
    - 30.5.3.1 Serious Misconduct investigations**
    - 30.5.3.2 The employee may choose to have an investigation conducted by either:
      - 30.5.3.2.1 an external and suitably skilled investigator; or
      - 30.5.3.2.2 an investigation committee comprised of an external and suitably skilled investigator (as the investigation Chair) and one employee nominated by the University and one employee nominated by the Union.
    - 30.5.3.3 During the investigation there will be an opportunity for the employee to be interviewed;
    - 30.5.3.4 the allegations and employee's response and other relevant materials and information will be taken into account when the investigator is making findings;
    - 30.5.3.5 investigations will be conducted as quickly as possible;
    - 30.5.3.6 investigations will operate under the principles of natural justice;
    - 30.5.3.7 the investigator will provide an investigation report to the University;
    - 30.5.3.8 a copy of the investigation findings will be provided to the employee.
  - 30.5.4 determine the appropriate outcomes including what, if any, disciplinary action is appropriate based on all the available information, including but not limited to the employee's response and (if applicable) the investigation findings;
  - 30.5.5 inform the employee of the any intended outcomes and give the employee an opportunity to respond verbally and/or in writing within 5 days or as otherwise agreed; and
  - 30.5.6 consider the employee's response to any intended outcomes before confirming or changing the intended outcomes.
- 30.6 The University will provide the employee with written confirmation of the final outcome and any disciplinary action.
- 30.7 If the final outcome is termination of employment for Serious Misconduct, the employee is not entitled to any notice of termination or payment in lieu of notice.
- 30.8 If after a written warning has been issued, a period of 12 months passes without any further warnings or disciplinary action being required, the written warning will be removed from the employee's personnel file.



## 31 Rates of pay

Employees will be paid no less than the rates set out in **Schedule 2 – Rates of pay** or **Schedule 5 – Apprentices and Trainees** appropriate to their level, increment and type of employment, with applicable tax withheld.

## 32 Method and frequency of payment

- 32.1 All employees will be paid on the basis of a fortnightly pay period via electronic transfer and will have access to electronic pay details.
- 32.2 Where a payday falls on a public holiday observed by the University employees will be paid on the preceding day on which the University is open for business.
- 32.3 Any requests for payment of approved overtime will be paid no later than the payday of the following fortnightly pay period, provided that a claim for overtime payment is received prior to the payroll processing deadline.
- 32.4 The University will only make deductions from an employee's pay with the written authority of the employee, or as permitted by law.
- 32.5 If authorised in writing by an employee, the University will deduct Union membership fees from an employee's pay and facilitate the payment of membership fees to the Union.

## 33 Progression through the incremental pay structure

- 33.1 This clause does not apply to casual/sessional employees or apprentices and trainees engaged under clause 8.1.9.
- 33.2 An employee will generally be appointed at the first increment within their level. However, an Academic Employee employed at Level A who holds a PhD will be appointed at increment 6.
- 33.3 Subject to this clause, an employee will progress to the next increment annually on the anniversary of their commencement in that level until they reach the top increment for that level.
- 33.4 Where performance is consistently of a significantly high standard, accelerated increments may be granted to an employee by the University.
- 33.5 The University may withhold an increment as a stage three or Serious Misconduct outcome in line with clause 29 or clause 30.

## 34 Superannuation

- 34.1 The University's nominated default superannuation fund is UniSuper. If an employee does not choose an alternative complying fund into which to receive employer superannuation contributions, and the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 34.2 For Ongoing and fixed-term employees, the University will make employer superannuation contributions equal to 17% of their ordinary time earnings. This does not, however, prevent an employee from requesting a lower contribution in return for a commensurately higher salary payment, to the extent permitted by law and the superannuation trust deed between the University and UniSuper.
- 34.3 For casual/sessional employees, the University will make the minimum employer superannuation contributions as provided for by the *Superannuation Guarantee (Administration) Act 1992*.

## 35 Salary sacrificing

- 35.1 In lieu of salary employees may elect to salary sacrifice employment benefits, including superannuation, in accordance with Government policy, taxation, legislation and University policy.
- 35.2 Where an employee has salary sacrificing arrangements, their salary as specified in **Schedule 2 – Rates of pay** or **Schedule 5 – Apprentices and Trainees** shall be used for calculating all benefits pursuant to this Agreement and entitlements upon cessation of employment.



# Section 7: Leave and Public Holidays

Section 7 of the Agreement does not apply to casual/sessional employees, except where expressly stated.

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## 36 Public holidays

- 36.1 The University observes public holidays as gazetted in Melbourne.
- 36.2 Where an observed public holiday falls on a day when the employee would otherwise be required to work, the employee is entitled to be absent from work on that day without loss of pay.
- 36.3 Employees who are primarily engaged to perform work for the University in a State or Territory other than Victoria, will be entitled to be absent on the relevant gazetted public holidays applicable to the particular State or Territory in which they are primarily engaged instead of, and not in addition to, the public holidays as gazetted in Melbourne.

### 36.4 Substitution of Australia Day public holiday

- 36.4.1 Subject to operational requirements, employees who do not wish to observe Australia Day may agree with their manager to work on Australia Day and substitute that public holiday for an alternative day within 1 month of Australia day. Where such an agreement is made, the substitute day becomes the observed public holiday for that employee.
- 36.4.2 Where the University and an employee agree to substitute a public holiday in accordance with this clause, the employee has no entitlement to overtime rates for work performed on the gazetted public holiday.

### 36.5 University holiday for Easter Tuesday

The Tuesday immediately following Easter will be a University holiday and employees who would otherwise be required to work, are entitled to be absent from work on that day without loss of pay.

### 36.6 Payment for work on a public holiday – Professional Employees only

A Professional Employee who is required by the University to work on an observed public holiday will be entitled to time off in lieu or overtime in accordance with clause 16.

## 37 Close down

- 37.1 The University may specify a close down period for up to 10 days over the Christmas and New Year period, or 11 days where Christmas Eve falls on a Monday. The days includes weekends and public holidays.
- 37.2 During a close down period, the University may require an employee to take annual leave or unpaid leave on the days which are not public holidays.
- 37.3 Employees may take an alternate type of leave, including accrued time off in lieu for Professional Employees, during a close down period instead of annual leave or unpaid leave.
- 37.4 An employee, with approval from their manager, may be required to work during the close down period, not including public holidays, to undertake critical work for the University.

## 38 Annual leave

- 38.1 Employees are entitled to 4 weeks of paid annual leave per year of service in accordance with the NES and this clause. Annual leave accrues progressively throughout a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 38.2 Employees are generally expected to take 4 weeks of annual leave per year but may accrue more than 4 weeks of annual leave.
- 38.3 Annual leave is to be taken at a time mutually agreed between the employee and their manager having regard to the operation of the University, and may be taken as a continuous period of 4 weeks or longer if agreed.
- 38.4 By agreement between the University and an employee, a period of up to 1 week of annual leave may be taken in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, the University may make a corresponding deduction from any money due to the employee on termination. This clause constitutes authorisation by an employee for such a deduction.
- 38.5 If an employee becomes ill whilst on annual leave, the employee may replace the annual leave with their accrued personal leave for the period of illness, provided that the employee provides evidence in line with clause 39.8.



38.6 The University may direct an employee who has more than 8 weeks of accrued annual leave to take a period of annual leave in order to reduce the employee's accrued annual leave, provided that the employee retains a balance of at least 6 weeks accrued annual leave after the direction. The University must provide an employee with at least 4 weeks' written notice of a direction to take annual leave in accordance with this clause.

### **38.7 7-day shift workers**

A Professional Employee whose ordinary hours of duty are performed over 7 days a week, including public holidays, is a shift worker for the purposes of the NES and will be entitled to an additional week of annual leave per year of service in addition to the entitlement set out in clause 38.1.

### **38.8 Annual leave cash out**

38.8.1 An employee may choose to cash out up to 2 weeks of annual leave at their Ordinary Salary provided that:

38.8.1.1 the employee has taken at least 2 weeks of annual leave in the preceding 6 months, or 4 weeks in the preceding 12 months;

38.8.1.2 the employee gives written notice to the University stating that the employee wishes to forego the annual leave;

38.8.1.3 the University agrees to allow the employee to forego the annual leave; and

38.8.1.4 after cash out the employee retains at least 4 weeks' annual leave.

38.8.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the University and the employee.

### **38.9 Annual leave loading**

38.9.1 Employees are entitled to an annual leave loading payment of 17.5% of 4 weeks' Ordinary Salary for each completed year of Continuous Service or part thereof, subject to a maximum cap of the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the most recent period preceding the date of payment.

38.9.2 The annual leave loading will be paid in the first pay period in December each year, or upon termination of employment an employee will be paid any owing annual leave loading on a pro-rata basis.

## **39 Personal leave**

39.1 Employees are entitled to personal/carer's leave in accordance with the NES and this clause.

39.2 An employee is entitled to 15 days of paid personal/carer's leave for each year of Continuous Service.

39.3 Personal/carer's leave accrues progressively during each year of service according to the employee's ordinary hours of work and accumulates from year to year.

39.4 The University may grant up to 10 days paid personal/carer's leave in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, the University may make a corresponding deduction from any money due to the employee on termination. This clause constitutes authorisation by an employee for such a deduction.

39.5 Where an employee with less than one year of Continuous Service has exhausted their paid personal/carer's leave entitlement, they may instead take accrued annual leave or purchased leave subject to meeting the requirements of clause 39 or clause 50.

39.6 An employee may take paid personal/carer's leave if the leave is taken:

39.6.1 because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

39.6.2 to provide care or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because of:

39.6.2.1 a personal illness, or personal injury, affecting the member; or

39.6.2.2 an unexpected emergency affecting the member.

39.7 Where a public holiday falls during a period of personal/carer's leave, no deduction shall be made from the personal/carer's leave credits of an employee for that day.

### **39.8 Evidence requirements**

Employees may be required to provide sufficient evidence to support a personal/carer's leave application that would satisfy a reasonable person that the leave is being taken for a permissible purpose (for example, a medical certificate or statutory declaration) in the following circumstances:

- 39.8.1 any period of leave for more than 3 consecutive working days;
- 39.8.2 any period of leave that would exceed a combined total of 5 working days personal/carer's leave within a 12-month period; and
- 39.8.3 a period of 2 or more consecutive days illness during long service leave or annual leave.

Where a weekend, non-working day and/or public holiday falls between 2 working days, those working days are considered to be consecutive working days for the purposes of this clause.

### **39.9 Unpaid carer's leave**

- 39.9.1 This clause 39.9 applies to employees, including casual/sessional employees.
- 39.9.2 Employees who have exhausted their paid personal leave and casual/sessional employees are entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:
  - 39.9.2.1 a personal illness or injury affecting the member; or
  - 39.9.2.2 an unexpected emergency affecting the member.

### **39.10 Recognised personal leave from previous employers**

- 39.10.1 The University will recognise up to 30 days of accrued but unused personal leave from service at other publicly funded Australian universities or Technical and Further Education institutes, provided that the break in service between the previous employer and the University is less than 2 months and the claim is made within 6 months of commencing employment with the University.
- 39.10.2 An employee must make any claim for recognition of personal leave from a previous employer within 6 months of commencing employment with the University.

## **40 Compassionate leave**

- 40.1 Employees are entitled to compassionate leave in accordance with the NES and this clause. Upon the provision of reasonable evidence, an employee will be entitled to compassionate leave in accordance with the below:

### **40.2 Death of, or life-threatening illness or injury to, Immediate Family or household member**

- 40.2.1 Ongoing/fixed-term employees are entitled to 5 days paid compassionate leave per occasion.
- 40.2.2 Casual/sessional employees are entitled to 3 days unpaid compassionate leave per occasion.

### **40.3 Unplanned ending of pregnancy/parental leave for ongoing/fixed-term employees**

- 40.3.1 An employee is entitled to 5 days paid compassionate leave where the employee or their spouse is up to 16 weeks pregnant and the pregnancy terminates other than by the birth of a living child.
- 40.3.2 An employee is entitled to 14 weeks of paid compassionate leave and 12 weeks of unpaid compassionate leave, or such longer period of unpaid leave as may be certified by a registered health or medical practitioner up to a total of 52 weeks of combined paid and unpaid leave, if:
  - 40.3.2.1 the employee is at least 16 weeks pregnant and the pregnancy terminates other than by the birth of a living child; or
  - 40.3.2.2 the employee has commenced Primary Caregiver parental leave and the child dies during the period that the employee is on leave.
- 40.3.3 A Secondary Caregiver is entitled to 5 days of paid compassionate leave and up to 10 days of unpaid compassionate leave, or such longer period of unpaid leave as may be certified by a registered health or medical practitioner up to a total of 4 weeks, in addition to any period of paid personal/carers' leave that the employee is otherwise entitled to under the Agreement, if Secondary Caregiver leave has commenced and the child dies during the period that the employee is on leave.

#### 40.4 Unplanned ending of pregnancy/parental leave for casual/sessional employees

For all circumstances described at clause 40.3, casual/sessional employees are entitled to 3 days of unpaid leave.

## 41 Parental leave

### 41.1 Summary of parental leave entitlements

Parental leave entitlements are summarised in the following table:

	Paid leave	Unpaid leave	Total
<b>Non-casual employees</b>			
Primary Caregiver – At least 12 months’ Continuous Service	14 weeks of paid leave; and 38 weeks of 60% paid leave / 40% unpaid leave	Nil (Right to request up to 52 additional weeks unpaid leave)	52 weeks (Up to 104 weeks if request granted)
Primary Caregiver – Less than 12 months’ Continuous Service	1 week of paid leave per month of completed service	Up to 52 weeks, less any paid leave	52 weeks
Secondary Caregiver	4 weeks of paid leave	Nil	4 weeks
Birth parent – who is not the Primary Caregiver or Secondary Caregiver	6 weeks of paid leave	Nil	6 weeks
Foster parent leave	4 weeks of paid leave and 4 weeks of unpaid leave for a child under 5 years	Nil	8 weeks
	2 weeks of paid leave and 2 weeks of unpaid leave for a child 5 years or older		4 weeks
<b>Casual/sessional employees</b>			
Eligible Casual Employee	Nil	52 weeks	52 weeks

This clause operates in conjunction with the NES provisions relating to parental leave. The NES contain entitlements to parental leave which may be accessed by an employee in conjunction with, instead of or in addition to the entitlements under this clause, subject to the employee meeting any eligibility requirements set by the NES. Such entitlements may include:

- 41.1.1 keeping in touch days;
- 41.1.2 unpaid special maternity leave;
- 41.1.3 transfer to a safe job;
- 41.1.4 paid/unpaid no safe job leave; and
- 41.1.5 unpaid pre-adoption leave.

### 41.2 Eligible Casual Employees

- 41.2.1 An Eligible Casual Employee is entitled to 12 months of unpaid parental leave in accordance with the NES.
- 41.2.2 A casual/sessional employee, including an Eligible Casual Employee, is not entitled to any paid parental leave under this clause 41. The remainder of this clause does not apply to casual/sessional employees.

### 41.3 Parental leave entitlements

In order for an employee to be entitled to parental leave in accordance with this clause, the leave must be associated with either:

- 41.3.1 the birth of a child (or children from a multiple birth) of the employee or the employee’s Spouse, or the birth of a child for an employee who is the gaining parent via surrogacy; or
- 41.3.2 the placement of a child with the employee for adoption or permanent care, provided that the child:
  - 41.3.2.1 is, or will be, under 16 years of age as at the day of placement, or the expected day of placement;

- 41.3.2.2 has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- 41.3.2.3 is not (otherwise than because of the adoption or placement) a child of the employee or the employee's Spouse.

**41.4 Primary Caregiver entitlement – at least 12 months' Continuous Service**

- 41.4.1 An employee who is the Primary Caregiver for the child and who, as at the date of commencement of the leave, has completed at least 12 months' Continuous Service with the University since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:
  - 41.4.1.1 14 weeks of paid leave; and
  - 41.4.1.2 38 weeks of 60% paid leave and 40% unpaid leave.
- 41.4.2 An employee may, with the agreement of their manager, return to work during the period of up to 38 weeks of 60% paid leave, which will reduce or replace the 40% unpaid leave. An employee will not be able to work or be paid for more than their full-time fraction with the combination of Primary Caregiver leave and work. The employee must be the Primary Caregiver for the child on the leave days in order to remain eligible for Primary Caregiver leave.
- 41.4.3 An employee may, with the agreement of their manager, take 28 weeks of 50% paid leave and 50% unpaid leave instead of the 14 weeks' paid leave, resulting in the employee taking up to 66 weeks of parental leave.

**41.5 Primary Caregiver entitlement – less than 12 months' Continuous Service**

An employee who is the Primary Caregiver for the child but who, as at the date of commencement of the leave, has completed less than 12 months' Continuous Service with the University since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:

- 41.5.1 1 week of paid leave for each completed month of Continuous Service (but not less than 4 weeks' paid leave); and
- 41.5.2 additional unpaid leave, such as to bring the total period of parental leave to no more than 52 weeks.

**41.6 Primary Caregiver entitlement – employee couples**

- 41.6.1 An employee is a member of an employee couple if both the employee and the employee's Spouse are employees of the University (whether the employee's Spouse's employment is covered by this Agreement or another instrument).
- 41.6.2 The combined amount of paid parental leave which may be taken by an employee couple cannot exceed 52 weeks of leave, unless an employee is taking 50% paid leave in accordance with clause 41.4.3 (or the employee's Spouse is taking a portion of their leave at half pay under an equivalent clause in the instrument that applies to them), in which case the combined period of paid leave cannot exceed 66 weeks.

**41.7 Taking Primary Caregiver leave**

- 41.7.1 If the employee is the pregnant parent and they will be the first Primary Caregiver, their period of birth-related parental leave must start no sooner than 20 weeks before the expected date of birth and must start no later than the date of birth.
  - 41.7.1.1 However, if a pregnant employee continues to work during the 6-week period immediately preceding the expected date of birth, the University may require the employee to provide a medical certificate stating that they are fit to perform their normal duties. If the employee provides such a certificate, they may continue to work.
  - 41.7.1.2 If the employee does not provide such a medical certificate within 7 days or provides a medical certificate stating that the employee is not fit to perform their normal duties, the University may require the employee to commence Primary Caregiver leave.
- 41.7.2 If the employee is not the pregnant parent and they will be the first Primary Caregiver, their period of parental leave must start on the date of birth/placement.

- 41.7.3 If the employee is the second Primary Caregiver, their period of parental leave must start immediately following the end of the first Primary Caregiver's period of parental leave.
- 41.7.4 Primary Caregiver leave must be taken in a single continuous period (except keeping in touch days) and any part-time Primary Caregiver leave taken in accordance with clause 41.4.2.
- 41.7.5 Any paid Primary Caregiver leave must end before the child's first birthday (birth-related leave) or first anniversary of placement (adoption-related leave) unless the employee is taking a 50% paid leave in accordance with clause 41.4.3, in which case the end date must be no later than 14 weeks after the child's first birthday or anniversary of placement.

#### **41.8 Secondary Caregiver entitlement**

- 41.8.1 An employee who is a Secondary Caregiver for the child is entitled to 4 weeks' paid parental leave.
- 41.8.2 An employee may take both Secondary Caregiver and Primary Caregiver leave in relation to the same child; however, the employee's entitlement to paid Primary Caregiver leave is reduced by the amount of any Secondary Caregiver leave taken by that employee.

#### **41.9 Taking Secondary Caregiver leave**

- 41.9.1 Secondary Caregiver leave must start no sooner than 3 months before the expected date of birth/placement and must end no later than 3 months after the date of birth/placement.
- 41.9.2 Secondary Caregiver leave may be taken in a single continuous period or in separate, shorter periods.

#### **41.10 Birth parent leave**

- 41.10.1 A pregnant employee, including a gestational surrogate, who gives birth and is not the Primary Caregiver or the Secondary Caregiver for the child is entitled to 6 weeks of paid parental leave.
- 41.10.2 Where an employee who has accessed birth parent leave also takes Primary Caregiver or Secondary Caregiver leave in relation to the same child; the employee's entitlement to paid Primary Caregiver or Secondary Caregiver leave is reduced by the amount of any birth parent leave taken by that employee.

#### **41.11 Notice and evidence requirements**

- 41.11.1 At least 4 weeks before the intended commencement of parental leave, the employee must give the University written confirmation of the intended start and end dates notified in accordance with this clause or advise the University of any changes to the start and end dates notified in accordance with this clause.
- 41.11.2 An employee must give the University at least 10 weeks' written notice of their intention to take parental leave, including the proposed start and end dates. At this time, the employee must also provide the following documentation to the University, depending on the leave type taken.

##### **Birth-related leave**

- 41.11.3 A statutory declaration stating:
  - 41.11.3.1 that a child of the employee or the employee's Spouse has been or is expected to be born (including where the employee is a gestational surrogate), or that the employee will be the gaining parent of a child via surrogacy;
  - 41.11.3.2 the actual or expected date of birth;
  - 41.11.3.3 that the employee will be either the Primary Caregiver, the Secondary Caregiver, or the birth parent, as appropriate;
  - 41.11.3.4 the particulars of any parental leave that the employee's Spouse has taken or intends to take; and
  - 41.11.3.5 that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment; and
- 41.11.4 a medical certificate stating the actual or expected date of birth.



### **Adoption and permanent care related leave**

41.11.5 A statutory declaration stating:

- 41.11.5.1 that a child is to be placed with the employee for adoption or permanent care;
- 41.11.5.2 the actual or expected date of placement;
- 41.11.5.3 the age of the child at the actual or expected date of placement;
- 41.11.5.4 that the employee will be either the Primary Caregiver or the Secondary Caregiver, as appropriate;
- 41.11.5.5 the particulars of any parental leave that the employee's Spouse has taken or intends to take; and
- 41.11.5.6 that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment; and

41.11.6 A statement from an adoption agency or other appropriate body confirming the adoption, including the actual or expected date of placement.

### **41.12 Use of leave**

- 41.12.1 Instead of taking unpaid parental leave (including unpaid leave that runs concurrently with 50% or 60% paid leave), an employee may take annual, long service or personal/carer's leave, subject to the usual requirements for taking such leave.
- 41.12.2 Annual leave, personal leave, compassionate leave or long service leave, taken in accordance with clauses 38 – 40 and 42 does not extend the employee's parental leave entitlements.
- 41.12.3 An employee cannot be paid for more than their full-time fraction with a combination of paid parental leave and other leave taken in accordance with this Agreement.

### **41.13 Varying parental leave**

41.13.1 Shortening Primary Caregiver leave

An employee may apply to shorten a period of Primary Caregiver leave by giving the University at least 14 days' written notice. The University may grant or reject such an application at its discretion.

41.13.2 Extending Primary Caregiver parental leave

- 41.13.2.1 An employee who has initially elected not to take their full entitlement to Primary Caregiver leave, may extend the period of Primary Caregiver leave on one occasion by giving the University at least 14 days' written notice, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.
- 41.13.2.2 An employee and the University may agree in writing to further extensions to the employee's Primary Caregiver leave, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.

41.13.3 Extending by up to a further 52 weeks

- 41.13.3.1 An employee who is on Primary Caregiver leave may request to take a period of unpaid parental leave for a period of up to 52 weeks immediately following the end of the Primary Caregiver leave period. The request must be in writing and must be given to the University at least 4 weeks before the end of the Primary Caregiver leave.
- 41.13.3.2 The University must give the employee a written response to the request stating whether the University grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made. If the University refuses the request, the response must set out the reason(s) for the refusal and the University may only refuse the request on reasonable business grounds.

### **41.14 Returning to work**

- 41.14.1 At least 4 weeks before the end of the notified parental leave period, the employee must give the University written confirmation of the employee's return to work. Any variation or extension to the employee's parental leave period must be in accordance with clause 41.13.
- 41.14.2 On ending parental leave, an employee is entitled to return to their pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to their pre-parental leave position.

41.14.3 An employee returning to work from parental leave has the right to request to return to their pre-parental leave position on a part-time basis until the child reaches school age. The University will consider the request having regard to the employee's circumstances and, provided that the request is genuinely based on the employee's parental responsibilities, the University may only refuse the request on reasonable grounds related to the effect on the workplace or the University's business. Such grounds may include cost, lack of adequate replacement employees, loss of efficiency or the impact on customer service.

#### **41.15 Fixed-term employees**

41.15.1 If a fixed-term employee's employment ends upon the expiry of their fixed-term contract, their entitlement to parental leave (and to any payment associated with that parental leave) will also end on that date, except as provided in clauses 41.15.2 or 41.15.3.

41.15.2 If a fixed-term employee's contract expires during a period of Primary Caregiver leave or when the employee is at least 20 weeks pregnant, the employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave, unless:

41.15.2.1 the employee was offered and refused another contract of broadly comparable employment;

41.15.2.2 the work that the employee was performing under the fixed-term contract is no longer required to be performed at all; or

41.15.2.3 the employee was engaged to replace an employee on leave or secondment.

41.15.3 If a fixed-term employee's contract expires during a period of Primary Caregiver leave and the employee is re-engaged on another employment contract after a gap of no more than 12 months, the employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave that the employee would have had if their employment had not ended.

#### **41.16 Foster parent leave**

41.16.1 The preceding provisions of this clause 41 do not apply to foster parent leave.

41.16.2 An employee who is acting as the Primary Caregiver of a foster child is entitled to take the following periods of leave commencing on the date that the child enters their care:

41.16.2.1 if the child is under five years of age, 4 weeks of paid leave and 4 weeks of unpaid leave which may instead be taken as 8 weeks leave at 50% pay;

41.16.2.2 if the child is five years of age or older, but under 16 years of age, 2 weeks of paid leave and 2 weeks of unpaid leave which may instead be taken as 4 weeks leave at 50% pay.

## **42 Long service leave**

42.1 For the purposes of this clause, references to Academic Employee(s) include Leadership Employees who would otherwise be classified as Academic Employees, and references to Professional Employee(s) include Leadership Employees who would otherwise be classified as a Professional Employee.

#### **42.2 Entitlement**

Employees are entitled to 9.1 weeks of long service leave after seven years of service and 1.3 weeks of long service leave for every additional year of service thereafter.

#### **Ongoing and fixed-term employees**

#### **42.3 Payment for long service leave**

For the purpose of this clause 42.3 "Ordinary Pay" has the same meaning as defined in the LSL Act.

42.3.1 Long service leave is paid at the employee's Ordinary Pay.

42.3.2 An employee may convert all or part of their accrued long service leave to double the entitlement by taking leave at half their Ordinary Pay.

42.3.3 The University will pay the employee in lieu of long service leave that has been accrued but not taken if their employment terminates after:

42.3.3.1 seven or more years of service;

42.3.3.2 four or more years of service if the employee retires or if the employee dies; or

42.3.3.3 more than one year for an ongoing Academic employee due to redundancy in accordance with clause 58.

42.3.4 The amount of the payment in lieu will be equivalent to 1.3 weeks per year of service or part thereof.

#### **42.4 Taking long service leave**

42.4.1 Long service leave will be taken at a time mutually agreed between the employee and their manager having regard to the operation of the University, except that long service leave can be taken at a time of the employee's choosing where they provide 6 months' notice.

42.4.2 Employees are ordinarily required to provide 3 months' notice of taking leave, unless a shorter notice period is agreed with their manager.

42.4.3 If an employee has an entitlement to take long service leave because of recognised service from a previous employer, the University may require the employee to complete three years of service at the University before allowing them to take long service leave.

42.4.4 An employee may take all or part of their long service leave entitlement, provided that a minimum period of 1 week's leave is taken at any one time (or 2 weeks' leave where leave is taken at half pay).

42.4.5 Notwithstanding clause 42.4.4 long service leave may be taken for a minimum period of 1 day where an employee has an approved flexible work arrangement.

#### **42.5 Direction to take long service leave**

42.5.1 If an Academic Employee has a long service leave entitlement of at least 20 weeks, the University may direct the employee to take between 6 and 12 weeks of leave, provided that 12 months' notice of the date(s) is given.

42.5.2 If a Professional Employee has had a long service leave entitlement of at least 13 weeks for three years, the University may direct the employee to take 4 or more weeks of leave provided that the employee's long service leave entitlement is not reduced to below 5 weeks and at least 6 months' notice of the date(s) is given.

42.5.3 The University can only issue a direction to an employee under this clause once every two years. An employee cannot be directed to take long service leave within two years of their notified date of retirement.

#### **42.6 What counts as service**

42.6.1 The following counts as service for the purpose of long service leave:

42.6.1.1 any period of paid leave;

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

42.6.1.3 any period of approved unpaid leave, whether continuous or aggregate, not exceeding 20 working days in any year of service;

42.6.1.4 for Academic Employees only, any period of leave where an employee is in receipt of compensation under workers compensation or accident compensation legislation;

42.6.1.5 service as a casual or sessional employee of the University immediately prior to the employee's ongoing or fixed-term employment with the University, if such service would constitute "continuous employment" under the LSL Act; and

42.6.1.6 recognised service from previous employers under clause 42.7.

42.6.2 However, the following does not count as service for the purpose of long service leave:

42.6.2.1 any period of service subsequent to the date from which a pension is payable under superannuation legislation or other pension schemes as may apply where the employee retires on the grounds of age or ill health; and

42.6.2.2 any period of service for which payment in lieu of long service leave has been made by a previous employer or for which the employee has an entitlement to payment in lieu by a previous employer. However, any such period of service will be included for the purpose of satisfying the requirement that seven years be served before long service leave may be taken.

42.6.3 Where an employee's service is not continuous, the aggregate period of non-casual service will count as service.

#### 42.7 Recognised service from previous employers

- 42.7.1 An employee must make any claim for recognition of service from a previous employer within 6 months of commencing employment with the University. The University will inform new employees that they have 6 months to make a claim under this clause.
- 42.7.2 The maximum amount of recognised service that an employee may claim is ten years.
- 42.7.3 Where a claim is made, service as an ongoing or fixed-term employee is recognised from previous employers in accordance with the following table.

	<b>Maximum gap between end of employment with previous employer and start of employment with the University</b>	
	<b>Academic Employees</b>	<b>Professional Employees</b>
Victorian public universities	5 years	1 year
Other Australian public universities	1 year	1 year
Australian public technical and further education institutes	1 year	1 year
Any state or federal department of education	1 year	1 year
Any state, territory or federal public service	1 year	1 year

#### 42.8 Illness or injury during long service leave

If an employee becomes ill or injured for 2 or more working days while on long service leave and provides evidence in line with clause 39.8 for the entire period of the illness or injury, the employee may take personal leave for that period instead of long service leave.

#### 42.9 Public holidays during long service leave

If an observed public holiday occurs during a period of long service leave, the employee is taken not to be on long service leave on that public holiday and no deduction will be made from the employee's long service leave entitlement in relation to that day or part-day.

#### 42.10 Casual/sessional employees

42.10.1 Casual/sessional employees are entitled to long service leave in accordance with the LSL Act, except that the amount of their entitlement to long service leave is 9.1 weeks after seven years' service and 1.3 weeks of long service leave for every additional year of service after that.

42.10.2 For casual/sessional employees, "service" for the purposes of long service leave has the same meaning as "continuous employment" as defined by the LSL Act.

### 43 Community service leave

43.1 Employees are entitled to community service leave in accordance with this clause and the NES.

#### 43.2 Jury service leave

An employee who is required to attend a court for the purpose of jury service will be entitled to leave paid at their Ordinary Salary for the duration of such attendance.

#### 43.3 Emergency management leave

An employee who engages in voluntary emergency management activities (as defined by section 109(2) of the FW Act) will be entitled to leave paid at their Ordinary Salary for the duration of their required participation in that activity plus reasonable travel time associated with the activity and 1 further day to rest and recover.

#### 43.4 Defence forces leave

43.4.1 An employee who is a voluntary member of the Australian defence reserves, may be granted up to 2 weeks of leave per calendar year, paid at their Ordinary Salary, for the purpose of attending annual defence reserve training. Such an Employee is also entitled to a further 4 days of paid leave per calendar year for the same purpose, on the certification of the commanding officer of the particular service unit concerned.

43.4.2 Applications for paid defence reserve leave must be submitted for approval to the University along with documentation from the relevant defence reserve evidencing the employee's attendance at the annual training.

## **44 Blood donation leave**

- 44.1 Employees are entitled to up to a half-day leave paid at their Ordinary Salary for the purposes of donating blood on each occasion that they donate blood.
- 44.2 Employees must provide reasonable notice before taking this leave and ensure that the time of donation will have minimal impact on the operations of the University.
- 44.3 Proof of attendance for donating blood must be provided if requested by the manager.

## **45 Study leave for Professional Employees**

- 45.1 This clause only applies to Professional Employees. This clause does not apply to Academic Employees or Leadership Employees.
- 45.2 Professional Employees may apply to take study leave paid at their Ordinary Salary where they are undertaking a course of study that is relevant to the employee's position and has the ability to enhance the knowledge, skills and/or expertise of the employee. It is the responsibility of the manager to determine whether or not a course of study meets these requirements.
- 45.3 Subject to the manager's approval, the maximum amount of paid study leave available is:
  - 45.3.1 For employees studying one subject/unit per teaching period – up to 3 hours per week for class participation and up to 2 days per annum for the preparing and attending of examinations;
  - 45.3.2 For employee's studying 2 or more subjects/units per teaching period – up to 5 hours per week for class participation and up to 4 days per annum for the preparing and attending of examinations; or
  - 45.3.3 For employees studying courses that do not have subjects/units, for example a short course or higher degree by research, the appropriate amount of paid study leave is to be determined by the manager and Director (or equivalent).
- 45.4 Wherever possible, an employee must schedule their studies at a time that causes the least impact to the University's operations.

## **46 Leave for Aboriginal and Torres Strait Islander cultural and ceremonial purposes**

- 46.1 Employees who identify as Aboriginal or Torres Strait Islander will be entitled to 10 days of leave paid at the employee's Ordinary Salary for the purpose of:
  - 46.1.1 attending to their ceremonial/cultural obligations which may be traditional or urban in nature; or
  - 46.1.2 preparing for or attending Aboriginal or Torres Strait Islander community organisation business or cultural events.
- 46.2 If an employee exhausts the 10 days of paid leave, they may request up to 5 days of unpaid leave.
- 46.3 Applications for leave under this clause should be accompanied by supporting information about the activity requiring absence from work where appropriate.

## **47 Religious and cultural leave**

- 47.1 An employee can take up to 3 days of unpaid leave in any calendar year for religious or cultural purposes, provided that leave is requested and approved in advance by the employee's manager.
- 47.2 Applications for leave under this clause should be accompanied by supporting information about the activity requiring absence from work, where appropriate.

## **48 Provisions to support victims of family violence**

- 48.1 This clause applies to casual/sessional employees.
- 48.2 The University recognises that some of its employees may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work.



### 48.3 Definition of family and domestic violence

The University accepts the definitions of family and domestic violence as provided by the FW Act as amended from time to time, and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family or household member.

### 48.4 Leave for employees experiencing family and domestic violence

48.4.1 Employees experiencing family and domestic violence are entitled to 10 days' paid leave per year for the purposes of attending medical appointments, legal proceedings, seeking safe housing, or other activities related to dealing with family and domestic violence.

48.4.2 Where an employee requires more than 10 days of leave in a particular year, additional paid leave may be available upon application to the Chief People Officer. The amount of leave provided will be determined by the individual's situation through consultation between the employee, the manager university appointed expert per clause 48.7 and People & Culture.

### 48.5 Support for employees experiencing family and domestic violence

48.5.1 The University will, in consultation with the relevant manager, approve reasonable requests for the following for employees experiencing family and domestic violence:

48.5.1.1 changes to hours of work and other appropriate flexible working arrangements; and/or

48.5.1.2 changes to phone numbers and/or email addresses; and/or

48.5.1.3 changes to work location.

48.6 The University at its discretion may request relevant supporting evidence prior to approving leave or support arrangements, which can take the form of a document issued by the police force, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional.

48.7 The University will appoint at least two persons who have expertise supporting persons who are experiencing family and domestic violence to be contact points for employees affected by family and domestic violence and will publicise their contact details on a regular basis to all employees.

48.8 All personal information concerning family and domestic violence will be kept confidential in line with relevant University policies and relevant legislation.

## 49 Gender affirmation leave

49.1 An employee may take up to 50 days of paid leave throughout the life of their employment with no more than 20 days taken in any calendar year, to take necessary steps to affirm their gender, provided that the leave is requested in advance.

49.2 Leave under this clause may be used for social, medical and legal purposes.

## 50 Purchased leave

50.1 An employee may apply to their manager to purchase 1 to 6 weeks of paid leave, in addition to their annual leave, by taking a commensurate reduction in their Ordinary Salary for a 12-month period.

50.2 The application must identify the 12-month period during which the employee will take the purchased leave and for which their Ordinary Salary will be reduced ("**Purchased Leave Period**").

50.3 To be eligible, an employee's annual leave balance must not be in excess of 2 weeks as at the beginning of the Purchased Leave Period.

50.4 If the application is approved by the employee's manager:

50.4.1 All of the purchased leave and at least 4 weeks of the employee's annual leave must be taken during the Purchased Leave Period.

50.4.2 During the Purchased Leave Period, the employee will be paid at the applicable following rate ("Purchased Leave Rate") including when on any periods of paid leave:

<b>Weeks purchased</b>	<b>Purchased Leave Rate</b>
1 week	51/52 of Ordinary Salary
2 weeks	50/52 of Ordinary Salary
3 weeks	49/52 of Ordinary Salary
4 weeks	48/52 of Ordinary Salary
5 weeks	47/52 of Ordinary Salary
6 weeks	46/52 of Ordinary Salary

50.4.3 During the Purchased Leave Period, superannuation contributions will be based on the Purchased Leave Rate.

50.4.4 For Academic Employees, their annual accountable hours will be adjusted in the same manner as described in clause 23.8.4 for any purchased leave taken in the relevant calendar year.

50.4.5 Approval is valid for the specified Purchased Leave Period only. If the employee wishes to purchase leave in a subsequent 12-month period, they must reapply.

50.5 During a Purchased Leave Period, annual and personal leave will continue to accrue based on the employee's usual ordinary hours of work. The Purchased Leave Period is also taken to be a period of employment when calculating the length of an employee's Continuous Employment for the purposes of long service leave.

## 51 Trade union training leave

51.1 An employee can take leave paid at their Ordinary Salary for the purpose of attending Union training courses or seminars, for up to 10 working days in any two calendar years subject to:

51.1.1 the operating requirements of the University permit the approval of leave; and

51.1.2 the scope, content and level of the courses are such as to contribute to a better understanding of industrial relations.

## 52 Leave and make-up pay

52.1 An employee who suffers an injury or illness causing total or partial incapacity to work and who receives workers compensation for the incapacity as prescribed by the applicable State legislation, will be granted leave by the University and any period of personal leave previously taken as a result of the incapacity will be credited back to the employee.

52.2 During the period of leave the employee will receive make-up pay at a rate equal to the difference between the Employee's Ordinary Salary and the workers compensation payments.

52.3 Workers compensation payments and make-up pay will not exceed a continuous or aggregate period of 52 weeks in respect of any one injury or any injury or illness connected with that injury.

## 53 Isolation leave

An employee will be entitled to paid leave where they are directed by a medical practitioner or Australian government authority to isolate due to contracting or coming into contact with a notifiable infectious disease and they are unable to work.

## 54 Arbitration leave

54.1 Employees who are required to attend proceedings under the FW Act as a witness will be entitled to paid leave for the duration of the required attendance.

54.2 Employees required to attend proceedings under the FW Act to conduct proceedings will be entitled to paid leave for the duration of the required attendance, provided that paid leave will not be granted to more than two employees at any one time for the same proceedings.

## 55 Subpoenaed court attendance leave

Employees who are subpoenaed to appear in court, as either a crown witness or to give evidence in a matter directly related to their employment, will be entitled to paid leave for the duration of the required appearance.

## 56 Unpaid leave

56.1 An employee may request unpaid leave for any purpose, including when a paid leave entitlement has been exhausted.

56.2 Where unpaid leave is requested for the following reasons:

56.2.1 competing in international sporting competitions;

56.2.2 contesting an Australian federal or state election; and

56.2.3 other court appearances; approval will not be unreasonably withheld.

56.3 Except in the cases of unpaid leave described in clause 56.2, unpaid leave needs to be approved and can only be taken at a time mutually agreed between the employee and their manager having regard to the operation of the University.

# Section 8: Managing Change

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## 57 Consultation about change

- 57.1 For the purposes of this clause, consultation means the exchange of information, explanation of the respective points of view, and taking into account the views of others. 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 relevant employees.
- 57.2 This clause applies if the University:
- 57.2.1 has developed a formal proposal to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 57.2.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 57.3 In this clause the term “relevant employee(s)” means the employee(s) who may be affected by a change referred to in clause 57.2.
- 57.4 Relevant employees may appoint a representative for the purposes of the procedures in this clause 57.
- 57.5 If:
- 57.5.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 57.5.2 the employee or employees advise the University of the identity of the representative, the University must recognise the representative.

### 57.6 Major change

- 57.7 For a major change referred to in 57.2.1:
- 57.7.1 the University must notify the relevant employees and the Union of the formal proposal to introduce the major change; and
  - 57.7.2 clauses 57.8 to 57.11 apply.
- 57.8 After developing a formal proposal to introduce a major change and prior to making a decision about implementing that major change, the University must:
- 57.8.1 discuss with the relevant employees and the Union:
    - 57.8.1.1 the introduction of the change;
    - 57.8.1.2 the effect the change is likely to have on the employees; and
    - 57.8.1.3 measures the University is taking to avert or mitigate the adverse effect of the change on the employees, and
  - 57.8.2 for the purposes of the discussion—provide, in writing, to the relevant employees and the Union:
    - 57.8.2.1 all relevant information about the change including the nature of the proposed change, rationale for the proposed change and the proposed timelines;
    - 57.8.2.2 information about the expected effects of the change on the employees; and
    - 57.8.2.3 information about any other matters likely to affect the employees.However, the University is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.
  - 57.8.3 consider and where reasonably possible implement appropriate options to mitigate involuntary redundancy such as natural attrition, voluntary redundancy, agreed reduction in time fractions, agreed leave arrangements, redeployment, retraining and secondments.
- 57.9 The University must give prompt and genuine consideration to matters raised about the major change, including any options and suggestions to reduce the adverse effect of the proposed change, by the relevant employees and the Union.
- 57.10 For the avoidance of doubt where this Agreement expressly provides for or permits changes, the changes do not constitute a major change to the production, program, organisation, structure or technology for the purposes of this clause.



- 57.11 In this clause, a major change is likely to have a significant effect on employees if it results in:
- 57.11.1 the termination of the employment of employees;
  - 57.11.2 major change to the composition, operation or size of the University's workforce or to the skills required of employees;
  - 57.11.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - 57.11.4 the alteration of hours of work;
  - 57.11.5 the need to retrain employees;
  - 57.11.6 the need to relocate employees to another workplace;
  - 57.11.7 the restructuring of jobs; or
  - 57.11.8 outsourcing or contracting out services currently provided by employees.

**57.12 Change to regular roster or ordinary hours of work**

- 57.13 For a change referred to in clause 57.2.2:
- 57.13.1 the University must notify the relevant employees of the proposed change; and
  - 57.13.2 clauses 57.14 to 57.16 apply.
- 57.14 As soon as practicable after proposing to introduce the change, the University must:
- 57.14.1 discuss with the relevant employees the introduction of the change; and
  - 57.14.2 for the purposes of the discussion – provide to the relevant employees:
    - 57.14.2.1 all relevant information about the change, including the nature of the change;
    - 57.14.2.2 information about what the University reasonably believes will be the effects of the change on the employees;
    - 57.14.2.3 information about any other matters that the University reasonably believes are likely to affect the employees; and
  - 57.14.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 57.15 However, the University is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 57.16 The University must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

## 58 Redundancy

- 58.1 This clause 58 only applies to ongoing Professional Employees and ongoing Academic Employees. This clause does not apply to Leadership Employees or any fixed-term, casual or sessional employees, or employees with Ongoing Contingent Funded Employment in accordance with clause 7.
- 58.2 The University must meet its obligations to consult in line with clause 57 prior to implementing major changes that result in redundancies.

**58.3 Identification of surplus positions where multiple employees in identical positions**

In circumstances where there is more than one employee performing functionally identical positions and some, but not all, of those positions have been identified as surplus to the University's requirements, as a measure to mitigate against involuntary redundancy the University will adopt the following process.

- 58.3.1 The University will seek expressions of interest for voluntary early separation from the potentially affected employees.
- 58.3.2 The University may only reject an expression of interest for voluntary early separation from an affected employee where the selection of that employee creates a consequential vacancy or a deficit in the skills required by the University.
- 58.3.3 If the University accepts an expression of interest for voluntary early separation from an affected employee, the employee will receive their redundancy entitlements in accordance with clause 58.6.

58.3.4 Where insufficient volunteers or too many volunteers are forthcoming, the University will determine which employees are to be identified for redundancy taking into account the following criteria:

58.3.4.1 the relative qualifications, skills and abilities between employees as required for the continuing operation of the University; and

58.3.4.2 any special qualifications or aptitude for the position(s) continuing to be required to be performed by the University.

58.3.5 Where a decision is to be made about employees who are otherwise considered equal in relation to the criteria in clause 58.3.4 the employee to be identified for redundancy will be the employee whose selection causes the least disruption to the continuing operation of the University.

#### 58.4 Notice of termination

Where the University has decided that an ongoing employee's employment will be terminated due to redundancy, the University will provide notice of termination in writing as follows:

Classification	Years of non-casual Continuous Service	Notice of termination
<b>Academic Employees</b>	Less than 1 year	4 weeks' notice
	1 or more years	36 weeks' notice
<b>Professional Employees</b>	Less than 1 year	4 weeks' notice
	1 or more years	26 weeks' notice

#### 58.5 Redundancy options

58.5.1 Where an employee has been given notice of termination, they can elect either of the following options available to them:

58.5.1.1 depart early and their employment will cease at the early departure date elected and they will receive the redundancy entitlements set out in clause 58.6; or

58.5.1.2 seek redeployment and work through the notice period.

58.5.2 If an employee does not elect either of the options above their employment will terminate on the effective date of the redundancy, or where an employee elects to seek redeployment but is not successfully redeployed by the end of the notice period their employment will terminate at the end of the notice period, and the employee will receive redundancy entitlements in accordance with clause 58.6.

#### 58.6 Redundancy entitlements

58.6.1 An affected employee's redundancy entitlements will be paid at their Ordinary Salary based on their classification and completed years of non-casual Continuous Service.

58.6.2 Academic Employees will be entitled to:

58.6.2.1 Pay in lieu of any leave entitlements due on termination;

58.6.2.2 Pay in lieu of long service leave on a pro-rata basis, where the Academic Employee has at least one year of Continuous Service;

58.6.2.3 Payment in lieu of notice; and

58.6.2.4 Redundancy pay as follows:

Years of non-casual Continuous Service	Academic Employee redundancy pay
<b>1 – 15 years</b>	3 weeks' pay per year of Continuous Service, provided that the minimum will be 4 weeks' pay
<b>16 or more years</b>	45 weeks plus 2 weeks' pay per year of Continuous Service greater than 15 years, up to a maximum of 52 weeks

58.6.2.5 Where an Academic Employee has worked some or all of the notice period, any payment in lieu of notice under this clause 58.6 is reduced by the amount of notice worked.

58.6.3 Professional Employees will be entitled to:

58.6.3.1 Pay in lieu of any leave entitlements due on termination; and

58.6.3.2 Redundancy payments (which are inclusive of any payment in lieu of notice) as follows, subject to clauses 58.6.4 and 58.6.5:

<b>Years of non-casual Continuous Service</b>	<b>Professional Employee redundancy payments (inclusive of any payment in lieu of notice)</b>
<b>Less than 1 year</b>	4 weeks
<b>1 – 4 years</b>	26 weeks
<b>5 or more years</b>	26 weeks plus 2 weeks' pay per year of Continuous Service greater than 4 years, up to a maximum of 52 weeks

58.6.4 Where a Professional Employee has worked for more than 9 weeks of the notice period, any redundancy payments under this clause 58.6 is reduced by the amount of notice worked in excess of 9 weeks.

58.6.5 For the avoidance of doubt, where a Professional Employee has either elected to depart early or otherwise ceases employment prior to the end of the notice period, the weeks of redundancy payments specified in the table at 58.6.3.2 includes any payment in lieu of the notice period.

58.6.6 Any payments under this clause 58.6 includes and compensates the employee for any entitlement to notice of termination and redundancy pay the employee has under the FW Act.

## **58.7 Redeployment**

58.7.1 Where an employee elects to seek redeployment and work through their notice period under clause 58.5.1.2, the employee will participate in the University's redeployment process as set out in this clause 58.7.

58.7.2 In attempting to redeploy an employee, the University will take into account the relevant qualifications, skills and experience of the employee, discuss reasonable retraining options and offer counselling.

58.7.3 During the notice period, an employee will be allowed time off without loss of pay for up to 1 day per week (pro-rata for part-time) for the purpose of seeking other employment.

58.7.4 If an employee has suitable qualifications, skills and experience to perform an available vacant position in the new structure, the University may, after consulting with the employee, redeploy the employee into that vacant position. If more than one affected employee could be redeployed into the same position in the new structure, the University will conduct a merit-based selection process to determine which employee it will redeploy into the position.

58.7.5 During the notice period, the employee will be notified of available vacant positions at the University. The employee must submit a written expression of interest for a vacant position by the relevant deadline in order to be considered for the position. If an employee submits an expression of interest and the employee meets all of the selection criteria, the employee will be given preference over any candidates for whom the University does not have any redeployment obligations.

58.7.6 If an employee is redeployed into a position at a lower level, the employee's Ordinary Salary will be maintained at no less than their pre-redeployment Ordinary Salary for a period of two years from the date of redeployment.



## 59 Aboriginal and Torres Strait Islander employment

- 59.1 The University acknowledges and recognises Aboriginal and Torres Strait Islander people as the first people of Australia. As a part of the University's ongoing commitment to equality and diversity, the University has developed an Aboriginal and Torres Strait Islander Workforce Strategy. This strategy, or a successor strategy, will be implemented and maintained during the life of the Agreement.
- 59.2 To advance the employment circumstances of Aboriginal and Torres Strait Islander people, the University will:
- 59.2.1 make demonstrable efforts to increase the overall representation of Aboriginal and Torres Strait Islander employees to at least 3% of full-time equivalent employees specified in the University's annual report for 2023 by the nominal expiry date of this Agreement, which is equivalent to 71 full-time equivalent employees;
  - 59.2.2 provide employee development, training and mentoring of Aboriginal and Torres Strait Islander employees;
  - 59.2.3 provide training on the implementation of employment strategies and cultural diversity programs for managers and employees;
  - 59.2.4 focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies;
  - 59.2.5 recognise the workload of employees required to undertake cultural duties as a University employee; and
  - 59.2.6 provide the JCC with data on the number of Aboriginal and Torres Strait Islander employees every 12 months.
- 59.3 In the event, at any stage during the life of the Agreement, it becomes evident that the target set out in clause 59.2.1 will not be met, or is unlikely to be able to be met, the parties will discuss potential initiatives and options during the JCC which will be shared with Swinburne's Indigenous Governance Committee, or equivalent, for consideration and where appropriate implementation.
- 59.4 For the avoidance of doubt, a failure to meet the target referred to in clause 59.2.1 will not be regarded as a breach of this Agreement. Consideration and appropriate implementation of potential initiatives referred to in clause 59.2 will be taken as compliance with this clause 59.

## 60 Requests for Flexible Work Arrangements

- 60.1 Employees, including casual employees who meet the eligibility requirements of the NES, can request flexible work arrangements in accordance with the NES if they:
- 60.1.1 are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - 60.1.2 are a carer (under the Carer Recognition Act 2010);
  - 60.1.3 are a person with disability;
  - 60.1.4 are 55 or older;
  - 60.1.5 are pregnant;
  - 60.1.6 are experiencing family and domestic violence; or
  - 60.1.7 provide care or support to an immediate family or household member who is experiencing family and domestic violence.
- 60.2 This clause 60 does not limit flexible work arrangements that may be available under other clauses of this Agreement or provided by the University in accordance with its policies.

## 61 Travel

- 61.1 Where an employee is required to travel by car on University business, the University will either provide the employee with a vehicle for such travel or authorise the employee to use the employee's own vehicle for such travel.
- 61.2 Where an employee is authorised by the University to use the employee's own vehicle for University business for travel within Australia, they will be paid an allowance in accordance with the applicable Australian Taxation Office (ATO) guidelines as at 1 July each year.
- 61.3 Where an employee is required by the University to stay away from home overnight on University business, the University will either pay for the employee's meals, accommodation and incidental expenditure, or pay the employee an allowance to cover these costs in accordance with the applicable ATO guidelines as at 1 July each year.



- 61.4 Time spent by an employee travelling between work locations on University business shall count as time worked by the employee.

## 62 Intellectual freedom

- 62.1 Intellectual freedom includes the rights of all employees to:
- 62.1.1 participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the University or education issues more generally;
  - 62.1.2 make other comment outside their areas of professional expertise as long as they do so in their private capacity and do not claim to represent the University when making such comment; and
  - 62.1.3 express unpopular or controversial views.
- 62.2 Intellectual freedom does not mean the right to harass, bully, vilify, defame, intimidate or otherwise engage in inappropriate behaviour or conduct.

## 63 Academic freedom

- 63.1 This clause applies to Academic Employees including sessional employees.
- 63.2 Academic freedom means:
- 63.2.1 the freedom of Academic Employees to teach, discuss, and research and to disseminate and publish the results of their research;
  - 63.2.2 the freedom of Academic Employees to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study, research and expertise;
  - 63.2.3 the freedom of Academic Employees to express their opinions in relation to the higher education provider in which they work or are enrolled; and
  - 63.2.4 the freedom of Academic Employees to participate in professional or representative academic bodies, in relation to their subjects of study and research, subject to relevant workload requirements.
- 63.3 An employee will not be exercising intellectual or academic freedom for the purposes of clauses 62 and clause 63 where they:
- 63.3.1 fail to observe or recognise the responsibility to reflect scholarly norms, including that others may have differing opinions in the context of a robust exchange of views;
  - 63.3.2 deny or interfere with another person's exercise of intellectual and/or academic freedom;
  - 63.3.3 engage in bullying, harassment, intimidation, unlawful discrimination, defamation or vilification;
  - 63.3.4 engage in breach of their occupational health and safety obligations; or
  - 63.3.5 engage in breach of their obligations regarding confidentiality of:
    - 63.3.5.1 "personal information" (within the meaning of applicable privacy legislation) of other staff, students, and/or third parties, including not limited to personal information provided as part of a complaint or investigation process;
    - 63.3.5.2 commercial in confidence information;
    - 63.3.5.3 information, the disclosure of which would breach the University's legal obligations to third parties; or
    - 63.3.5.4 information, the disclosure of which would breach the University's intellectual property rights.

For the purposes of this clause, "scholarly norms" are determined by what would reasonably be expected in the applicable circumstances by a relevant community of scholars or academics.

- 63.4 Notwithstanding anything else in this Agreement, the exercise of Intellectual Freedom clause 62 or Academic freedom clause 63 in accordance with, and within the meaning of, those clauses will not constitute misconduct under clause 29 or Serious Misconduct under clause 30.
- 63.5 For the avoidance of doubt this clause 63 does not prevent the University from assessing an employee's quality of academic work or work performance, for example at probation, promotion, progress discussions and regarding research standards and research misconduct.



## 64 Consultative committee

- 64.1 The University and the Union are committed to a positive working relationship and will establish a consultative committee, known as the Joint Consultative Committee (JCC), with equal representation from the University and the Union.
- 64.2 The JCC will be a forum for open discussion and will meet at quarterly intervals with additional meetings if required. The procedures of the JCC will be appropriate to its size, structure and needs for consultation on matters arising from the implementation of the Agreement.
- 64.3 The JCC may request information and data to support meeting discussions, provided that the information or data is not of a commercial nature and any information or data provided remains confidential.

## 65 Right of entry

- 65.1 A representative of the Union shall have the right to enter premises during ordinary hours, or when overtime is being worked by employees, on legitimate Union business.
- 65.2 Where entry is for a purpose dealt with under the FW Act, the entry shall be subject to the conditions specified the FW Act.
- 65.3 Other entry shall be on the following conditions:
  - 65.3.1 that the Union representative advises the University of their visit;
  - 65.3.2 that the representative should meet with employees during their usual breaks;
  - 65.3.3 that the representative does not unreasonably affect the work being performed by any employee during work time.
- 65.4 Paid Union officials who are working from the Union office on the University campus or visiting that office may enter the Union office at any time.

## 66 Union rights

- 66.1 The Union and employees who are elected staff Union representatives may post official union notices on University staff noticeboards in any department.
- 66.2 The University will supply to the Union a list of the name, job title, category of employment, work location and email address of each employee covered by this Agreement twice per year in March and September.
  - 66.2.1 The Union will only use the employee information provided by the University for contacting employees on legitimate union business. It shall ensure that no one apart from paid and authorised 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.
  - 66.2.2 The Union undertakes to store employee information provided by the University securely and will only allow it to be accessed by authorised union officials.
  - 66.2.3 The University will notify employees of this clause and will offer employees the option of requesting that information not be provided to the Union.
  - 66.2.4 The Union shall not use this information to contact an employee if the employee has made a request to the Union and/or the University not to be contacted and/or receive any union information.
  - 66.2.5 The University may temporarily suspend the provision of any information under this clause:
    - 66.2.5.1 where there are concerns that the information is being misused by the Union;
    - 66.2.5.2 if there is on foot a bona fide challenge or complaint in relation to the compliance of the clause with relevant privacy legislation; or
    - 66.2.5.3 in circumstances where there are concerns that relevant privacy legislation at the State or Federal level may be breached,until the relevant concern, challenge or complaint is resolved or withdrawn and the University is satisfied it will not recur.

## 67 Dispute resolution procedures

- 67.1 A party to the Agreement may raise a dispute if the dispute relates to:
- 67.1.1 a matter arising under this Agreement; or
  - 67.1.2 the National Employment Standards;
- and this clause 67 sets out procedures to settle the dispute.
- 67.2 Any party to a dispute may appoint a representative for the purposes of the procedures in this clause.
- 67.3 While the parties are trying to resolve the dispute using the procedures in this clause:
- 67.3.1 an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 67.3.2 an employee must comply with a direction given by the University to perform other available work at the same workplace, or at another workplace unless:
    - 67.3.2.1 the work is not safe;
    - 67.3.2.2 applicable occupational health and safety legislation would not permit the work to be performed;
    - 67.3.2.3 the work is not appropriate for the employees to perform; or
    - 67.3.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 67.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and their representative (where applicable) and the relevant supervisors and/or management. This clause does not apply where the Union raises a dispute.
- 67.5 Where the dispute is not resolved at the workplace level, or where the Union raises a dispute, a dispute meeting will be arranged between the parties to discuss and attempt to resolve the dispute.
- 67.6 Where the dispute is not resolved following the dispute meeting, any party to the dispute may refer the dispute to the Chief People Officer in writing and must set out the provision of the Agreement or NES to which the dispute relates, particularise the dispute, and state the outcome being sought to resolve the dispute.
- 67.7 Upon receipt of a written notice of a dispute in accordance with clause 67.6, a representative of each of the parties will convene for a dispute committee meeting. The dispute committee:
- 67.7.1 will include the parties to the dispute and their appointed representative if applicable;
  - 67.7.2 may include equal or agreed additional members, such as employees with expertise on the subject of the dispute;
  - 67.7.3 will meet to discuss the dispute; and
  - 67.7.4 will attempt to resolve the dispute within 10 working days of receipt of the notice of a dispute in accordance with clause 67.6.
- 67.8 If the dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 67.9 The parties to a dispute may extend timeframes under this clause by agreement in writing.
- 67.10 While the steps at clause 67.4 to 67.8 are being undertaken, the University will not change the work, duties, staffing or the organisation of work if it is the subject of the dispute.
- 67.11 Referral to the FWC**
- 67.11.1 If the dispute is not resolved as provided at clause 67.4 to 67.8, either party may refer the dispute to the FWC. The FWC may deal with the dispute in two stages:
    - 67.11.1.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
    - 67.11.1.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute and make a determination that is binding on the parties.
  - 67.11.2 Subject to appeal rights under the FW Act, the parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

- 67.12 A dispute formally commenced under Clause 52 of the Swinburne University of Technology, Academic & General Staff Enterprise Agreement 2017 ("the 2017 Agreement") but not concluded at the time at which this Agreement commences will, by force of this Agreement, continue to be dealt with in accordance with Clause 52 of the 2017 Agreement until that dispute is resolved or abandoned.

## 68 Termination following long term illness or injury

- 68.1 Where an ongoing or fixed-term employee has been unable to perform their ordinary duties, or has been absent from work, due to ill health or injury for at least 12 months the University may terminate the employee's employment if:
- 68.1.1 the University seeks medical information about the employee's capacity to work from a registered health or medical practitioner via a medical examination, which may be the employee's treating practitioner;
  - 68.1.2 any required medical examination is undertaken at the University's expense; and
  - 68.1.3 the medical information received identifies that the employee will not be able to perform their duties or meet the inherent requirements of the role within a reasonable timeframe.
- 68.2 The University will provide the employee with a copy of the medical information referred to in clause 68.1.
- 68.3 Where the University intends to terminate employment in accordance with this clause 68, the University will advise the employee of this intention in writing.
- 68.4 Where the University has advised an employee of the intention to terminate employment, and the employee disagrees with the intention to terminate or the medical information available, the employee can advise the University that they elect to seek medical information about their capacity to work from a second registered health or medical practitioner within 2 working days. Where this occurs:
- 68.4.1 the employee will have a 1 week period to organise a medical examination and a further 3 weeks to attend that medical examination and provide the additional medical information, unless the University agrees to a longer time period;
  - 68.4.2 the University cannot terminate the employee's employment until either the additional medical information has been received and considered, or the employee fails to attend the medical examination; and
  - 68.4.3 the University must inform the employee of the final decision regarding the termination.
- 68.5 Where the University terminates employment in accordance with this clause, the University will provide notice of termination in accordance with clause 69.

## 69 Termination of employment

- 69.1 This clause does not apply to, or limit the termination of employment of, casual/sessional employees or Leadership Employees.
- 69.2 The University may terminate an employee's employment in accordance with this Agreement. This does not preclude termination or cessation of employment in circumstances of abandonment of employment, repudiation or frustration of the employment contract.

### 69.3 Notice of termination

The University will provide notice of termination, or payment in lieu of notice, of at least:

- 69.3.1 4 weeks; or
- 69.3.2 5 weeks if the employee is over 45 years old and has completed at least five years of Continuous Service,

except in circumstances where termination of employment occurs:

- 69.3.3 during a probationary period;
- 69.3.4 because of the expiry of a fixed-term contract;
- 69.3.5 because of serious misconduct; or
- 69.3.6 because of redundancy.

# Schedule 1 – Definitions

For the avoidance of doubt, a reference to a singular in this Agreement includes the plural or vice versa, unless the context indicates otherwise.

**Academic Employee** means all employees of the University who perform academic work other than:

- Leadership Employee; and
- VET Staff.

**Academic Tutor** means an employee who was appointed as an Academic Tutor under the *Swinburne University of Technology, Academic & General Staff Enterprise Agreement 2017*.

**Agreed Salary** means where an employee is paid an Ordinary Salary which is higher than the minimum applicable rate of pay for their classification level specified in **Schedule 2 – Rates of pay**.

**Agreement** means this enterprise agreement, the *Swinburne University of Technology – Academic & Professional Employees Enterprise Agreement 2024*.

**Apprentice** is an individual who is signatory to an apprenticeship agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on-the-job or off-the-job.

**Associated Entity** has the meaning given to that term in section 50AAA of the *Corporations Act 2001 (Cth)*.

**Continuous Service** means continuous service as defined in section 22 of the FW Act, except that for a fixed-term employee, breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks will not constitute breaks in continuous service.

**Eligible Casual Employee** (for parental leave purposes) means a casual or sessional employee who:

- as at the date (or expected date) of birth or placement, has been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- but for the birth or placement, or expected birth or placement, would have a reasonable expectation of continuing employment with the University on a regular and systematic basis.

**Executive Group** means employees who are employed in senior management positions and report directly to the Vice-Chancellor (excluding the Chief of Staff, executive support and administrative positions).

**FW Act** means the *Fair Work Act 2009 (Cth)*.

**FWC** means the Fair Work Commission.

**Immediate Family** means:

- A Spouse, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's Spouse. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.
- a person with respect to whom the employee has an Indigenous kinship relationship of equivalent significance.

**JCC** means the Joint Consultative Committee as established under clause 64.

**Leadership Employee** means an employee engaged on a performance-based contract who receives a total remuneration package at or above the following thresholds:

- total remuneration package for Academic Level E plus 10% or more, for an employee who would otherwise meet the definition of Academic Employee; and
- total remuneration package for HEW Level 10 plus 20% or more, for an employee who would otherwise meet the definition of Professional Employee;

excluding the Executive Group.

**LSL Act** means the *Long Service Leave Act 2018 (Vic)*.

**NES** means the National Employment Standards set out in the FW Act as amended from time to time.

**Ongoing Contingent Funded Employment** means employment in accordance with clause 7.

**Ordinary Salary** means the salary or wages an employee is entitled to receive for performing their ordinary hours of work and will not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

**Primary Caregiver** means the parent who meets the child's physical needs more than any other person. Only one person can be a child's primary caregiver on a particular day.

**Professional Employee** means all employees of the University other than:

- Academic Employees;
- Leadership Employees; and
- VET Staff.

**Secondary Caregiver** means a parent of the child, but who is not the Primary Caregiver.

**Serious Misconduct** includes:

- serious misbehaviour which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties (including, but not limited to, breaches of the University's People, Culture and Integrity policy);
- serious dereliction of the duties required of the position;
- serious misbehaviour of a kind that constitutes a serious impediment to students completing part or all of their course of studies;
- theft or fraud;
- serious misconduct in research; or
- conviction by a court of an offence where that offence constitutes a serious impediment to the carrying out of the employee's duties or functions or to an employee's colleagues carrying out their duties or functions.

Examples of conduct which may constitute Serious Misconduct are:

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

**Spouse** includes a de facto partner, former spouse or former de facto partner.

**Trainee** is an individual who is 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.

**Union** means the National Tertiary Education Union

**University** means Swinburne University of Technology.

**VET Staff** means employees of the University covered by the *Swinburne University of Technology – Vocational Education and Training Enterprise Agreement 2022* or any replacement enterprise agreement.

**YPD** means the annual Your Performance and Development process.



# Schedule 2 – Rates of pay

## 1. Pay increases

1.1. Increases to the minimum annual rates payable under this Agreement will be:

- 4% from 1 July 2024;
- 4% from 1 July 2025; and
- 3.75% 1 July 2026.

1.2. In addition to the percentage-based increases specified above, the University will also apply three uplifts to the minimum annual rates for Research Assistant Levels as follows:

- \$1,300 uplift from 1 July 2024;
- \$1,300 uplift from 1 July 2025; and
- \$1,300 uplift from 1 July 2026.

In calculating the minimum annual rates for Research Assistant Levels, the above uplifts will be applied before the percentage-based increases specified at 1.1 above.

## 2. Ongoing and fixed-term Academic Employee annual salaries

Academic Employee	From 1 March 2022 +2%	From 12 August 2023 +3.5%	From 1 July 2024 +4%	From 1 July 2025 +4%	From 1 July 2026 +3.75%
<b>Level A</b>					
1	72,539	75,078	78,081	81,204	84,250
2	76,530	79,209	82,377	85,672	88,885
3	80,563	83,382	86,718	90,186	93,568
4	84,595	87,555	91,058	94,700	98,251
5	87,867	90,943	94,580	98,363	102,052
6	91,142	94,332	98,105	102,029	105,855
7	94,418	97,722	101,631	105,696	109,660
8	97,689	101,108	105,153	109,359	113,460
<b>Level B</b>					
1	102,734	106,329	110,582	115,006	119,318
2	106,514	110,242	114,652	119,238	123,709
3	110,288	114,148	118,714	123,462	128,092
4	114,069	118,062	122,784	127,695	132,484
5	117,848	121,973	126,852	131,926	136,873
6	121,627	125,884	130,919	136,156	141,262
<b>Level C</b>					
1	125,405	129,794	134,986	140,385	145,650
2	129,184	133,706	139,054	144,616	150,039
3	132,959	137,612	143,117	148,842	154,423
4	136,740	141,526	147,187	153,075	158,815
5	140,519	145,437	151,254	157,304	163,203
6	144,302	149,353	155,327	161,540	167,598
<b>Level D</b>					
1	150,601	155,872	162,107	168,591	174,913
2	155,636	161,083	167,526	174,227	180,761
3	160,676	166,299	172,951	179,869	186,615
4	165,713	171,513	178,373	185,508	192,465
<b>Level E</b>					
1	193,428	200,198	208,206	216,535	224,655
<b>Research Assistant</b>					
1	62,635	64,827	68,772	72,875	76,956
2	64,635	66,897	70,925	75,114	79,280
3	68,471	70,867	75,054	79,408	83,735

### 3. Ongoing and fixed-term Professional Employee annual salaries

Professional Employee	From 1 March 2022 +2%	From 12 August 2023 +3.5%	From 1 July 2024 +4%	From 1 July 2025 +4%	From 1 July 2026 +3.75%
<b>HEW Level 1</b>					
1	53,194	55,055	57,257	59,548	61,781
2	54,086	55,979	58,218	60,546	62,817
3	54,981	56,905	59,182	61,549	63,857
4	55,876	57,832	60,145	62,551	64,897
<b>HEW Level 2</b>					
1	56,751	58,737	61,087	63,530	65,912
2	57,715	59,735	62,124	64,609	67,032
3	58,680	60,733	63,163	65,689	68,153
<b>HEW Level 3</b>					
1	59,291	61,367	63,821	66,374	68,863
2	60,307	62,418	64,915	67,511	70,043
3	61,322	63,468	66,007	68,647	71,221
4	62,344	64,526	67,107	69,792	72,409
5	63,362	65,580	68,203	70,931	73,591
6	64,377	66,630	69,295	72,067	74,769
<b>HEW Level 4</b>					
1	67,040	69,386	72,162	75,048	77,862
2	68,340	70,732	73,562	76,504	79,373
3	69,647	72,084	74,968	77,966	80,890
4	70,948	73,431	76,369	79,423	82,402
<b>HEW Level 5</b>					
1	72,699	75,244	78,254	81,384	84,436
2	74,116	76,710	79,778	82,969	86,081
3	75,526	78,169	81,296	84,548	87,718
4	76,947	79,640	82,825	86,138	89,369
5	78,360	81,103	84,347	87,720	91,010
6	79,778	82,570	85,873	89,307	92,657
<b>HEW Level 6</b>					
1	84,014	86,954	90,433	94,050	97,577
2	85,661	88,659	92,206	95,894	99,490
3	87,297	90,353	93,967	97,726	101,390
4	88,941	92,054	95,737	99,566	103,300
5	90,584	93,755	97,505	101,405	105,208
<b>HEW Level 7</b>					
1	92,505	95,743	99,573	103,556	107,439
2	94,318	97,619	101,524	105,585	109,545
3	96,130	99,495	103,474	107,613	111,649
4	97,942	101,370	105,425	109,642	113,753
5	99,753	103,244	107,374	111,669	115,856
<b>HEW Level 8</b>					
1	103,826	107,459	111,758	116,228	120,587
2	105,859	109,564	113,947	118,505	122,949
3	107,901	111,677	116,144	120,790	125,320
4	109,939	113,787	118,338	123,072	127,687
5	111,977	115,896	120,532	125,353	130,054
<b>HEW Level 9</b>					
1	120,802	125,030	130,031	135,232	140,304
2	123,180	127,491	132,591	137,895	143,066
3	125,559	129,954	135,152	140,558	145,829
4	127,939	132,417	137,713	143,222	148,593
<b>HEW Level 10</b>					
1	129,290	133,815	139,168	144,735	150,162
2	138,080	142,912	148,629	154,574	160,371
3	147,103	152,252	158,342	164,676	170,851

## 4. Sessional employee rates and duties

The minimum rates paid to sessional employees will be at the rates set out in this table.

Sessional employee rates	Code	Rate derived from	From 1 March 2022	From 12 August 2023	From 1 July 2024	From 1 July 2025	From 1 July 2026
Lecturing	<b>LC1</b>	Academic B.2	204.83	212.00	220.48	229.30	237.90
Lecturing (Developed)	<b>LC2</b>	Academic B.2	273.11	282.67	293.98	305.74	317.20
Lecturing (Specialised)	<b>LC3</b>	Academic B.2	341.39	353.34	367.47	382.17	396.50
Lecturing: Repeat	<b>LC4</b>	Academic B.2	136.56	141.34	146.99	152.87	158.60
Class	<b>CS1</b>	Academic A.2	147.17	152.33	158.42	164.75	170.93
Class: Repeat	<b>CS2</b>	Academic A.2	98.12	101.55	105.61	109.84	113.96
Class (PhD/Convenor)	<b>CS3</b>	Academic A.6	175.27	181.41	188.66	196.21	203.57
Class: Repeat (PhD/Convenor)	<b>CS4</b>	Academic A.6	116.85	120.94	125.78	130.81	135.71
Laboratory	<b>LB1</b>	Academic A.2	<i>Not applicable</i>	<i>Not applicable</i>	79.21	82.38	85.47
Laboratory: Repeat	<b>LB2</b>	Academic A.2	<i>Not applicable</i>	<i>Not applicable</i>	52.81	54.92	56.98
Laboratory (PhD/Convenor)	<b>LB3</b>	Academic A.6	<i>Not applicable</i>	<i>Not applicable</i>	94.33	98.11	101.78
Laboratory: Repeat (PhD/Convenor)	<b>LB4</b>	Academic A.6	<i>Not applicable</i>	<i>Not applicable</i>	62.89	65.40	67.86
Other	<b>OT1</b>	Academic A.2	49.06	50.78	52.81	54.92	56.98
Other (PhD/Convenor)	<b>OT2</b>	Academic A.6	58.42	60.47	62.89	65.40	67.86
Marking (PhD/Convenor)	<b>MK2</b>	Academic A.6	58.42	60.47	62.89	65.40	67.86
Marking	<b>MK3</b>	Academic A.2	49.06	50.78	52.81	54.92	56.98
Research Assistance 1	<b>RA1</b>	Research Assistance 1	40.15	41.56	44.08	46.71	49.33
Research Assistance 2	<b>RA2</b>	Research Assistance 2	41.43	42.88	45.46	48.15	50.82
Research Assistance 3	<b>RA3</b>	Research Assistance 3	43.89	45.43	48.11	50.90	53.68

## 4. Sessional academic rates

4.1 Sessional employees will be paid for each hour of work required, or part thereof. The hourly rates are derived from the annual Academic Employee salary scales using the following formula:

$$((\text{Annual salary for relevant classification} \div 52) \div 37.5) + 25\% \text{ casual loading}$$

4.2 Where a sessional employee has a relevant doctoral qualification, they will be paid at the rates derived from the annual salary for Academic A.6, except where they are undertaking lecturing or research assistance work.

4.3 Where a sessional employee is the convenor of a unit, they will be paid at the rates derived from the annual salary for Academic A.6 for work in that unit, except where they are undertaking lecturing or research assistance work.

## 5. Associated work time for education delivery

5.1 The rates paid for education delivery duties, other than education delivery that does not require preparation, include associated time for preparation and student consultation as follows:

Type of education delivery	Code	Delivery time	Associated work time	Total work time
Lecture	LC1	1 hour	2 hours	3 hours
Lecturing (Developed)	LC2	1 hour	3 hours	4 hours
Lecturing (Specialised)	LC3	1 hour	4 hours	5 hours
Repeat lecture	LC1	1 hour	1 hour	2 hours
Class	CS1 and CS3	1 hour	2 hours	3 hours
Repeat class	CS2 and CS4	1 hour	1 hour	2 hours
Laboratory	LB1 and LB3	1 hour	0.5 hours	1.5 hours
Repeat laboratory	LB2 and LB4	1 hour	0 hours	1 hour

5.2 Where the University requires a sessional employee to undertake more associated work than the amounts specified in the table at 5.1 above, the employee will be paid at the applicable rate for other required academic duties.

## 6. Repeat delivery

The rates paid for repeat delivery apply to the second or subsequent education delivery of substantially the same class in the same subject within the same teaching period and any student consultation reasonably associated with it.

## 7. Duties

### 7.1 Lecturing

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.

### 7.2 Class requiring preparation

The term class refers to any education delivery that requires academic preparation and is not a lecture or a laboratory. These classes may be described by the University as a tutorial, class, seminar, practical studio or workshop or any other description of a class that requires academic preparation.

### 7.3 Laboratory

The term laboratory means any laboratory demonstration that requires minimal preparation. This does not include classes that require academic preparation and are delivered in a laboratory facility.

### 7.4 Marking

Except in the case of actual marking undertaken during a class, all required marking completed by a sessional employee will be paid for at the prescribed marking rates.

### 7.5 Research assistance

Duties undertaken by Research Assistants that assist or support Academic Employees in conducting research.

## **7.6** Other required academic duties

Other required academic duties include work that the University requires sessional employees to perform and that is performed in accordance with any such requirement that does not fall in to the duties described at 7.1 to 7.5 above. The below list sets out examples of other required academic duties and is not intended to be exhaustive list but is provided by way of examples and guidance.

- (a) the conduct of practical sessions, demonstrations, workshops, student field excursions that do not require academic preparation;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance and visual art studio sessions;
- (d) musical coaching, Repetiteurship and musical accompanying other than with special educational service;
- (e) facilitation of online learning;
- (f) development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination/unit convening;
- (g) consultation with students;
- (h) supervision;
- (i) attendance at induction;
- (j) participation in unit panels; and
- (k) required attendance.



# Schedule 3 – Academic Employee classifications

## Application of the Minimum Standards for Academic Levels

When determining the appropriate level under which to employ an Academic Employee, the University will apply the Minimum Standards for Academic Levels as set out in Schedule A of the *Higher Education Industry – Academic Staff – Award 2020 (Academic Award)* as amended from time to time.

### Research Assistant (RA) Levels

The University will pay Research Assistants at the following RA Levels:

- Research Assistant 1: where an employee is a current undergraduate student, or has a relevant undergraduate qualification, or has limited relevant work experience.
- Research Assistant 2: where an employee has a relevant Masters qualification, or equivalent relevant work experience.
- Research Assistant 3: where an employee has a relevant Masters qualification and at least three years of relevant work experience.

When the RA Level was first included in the University's enterprise agreements, the rate of pay was benchmarked and the formula for applying the casual loading to RA Levels was not expressly set out. Over time, the RA rates in the University's enterprise agreements have lost relativity with the original benchmark.

In recognition of these issues, the University will apply three annual uplifts to the RA Levels as set out in **Schedule 2 – Rates of pay** and the pre-existing formula applying the casual loading to those RA rates is now enshrined in the Research Assistant rates in **Schedule 2 – Rates of pay**.

The RA Level corresponds with the Academic Level A classification in the Academic Award in accordance with the following table:

Agreement – RA increments	Academic Award – Level A increments
1	1
2	2
3	3
	4
	5
	6
	7
	8

If an employee classified as an RA under the Agreement would, apart from the application of the Agreement, be entitled to a rate of pay under the Academic Award, which exceeds the rate to which they are entitled under the Agreement, the University will pay the employee at the relevant rate set out in the Academic Award.

# Schedule 4 – Professional Employee classification descriptions

## 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 which must 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, work health and safety, equal 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 employees 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**

Will provide straightforward information to others on building or service locations.

### **Judgment, independence and problem solving**

Resolve problems where alternatives for the employee 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**

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or Completion of Year 12 without work experience; or Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

### **Occupational equivalent**

Administrative assistant, security patrol officer.

### **Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level 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 employees 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.

**Judgment, 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**

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

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**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or 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 a Certificate IV or Diploma.

**Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

**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 employees may be required.

**Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

**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.

**Judgment, independence and problem solving**

Exercise judgment 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 trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

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; and
- assist with the feeding and care of animals.

In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- process accounts for payment.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

## Higher education worker level 4

### Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and;
- on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

### Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

### 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 employees 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.

### Judgment, 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 administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Typical activities**

In trades positions:

- work on complex engineering or interconnected electrical circuits; and/or
- 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; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services, e.g. in a faculty;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

## **Higher education worker level 5**

### **Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least 2 years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

### **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 other positions, general direction and may supervise other staff.

### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

### **Judgment, independence and problem solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

### **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 demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/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; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted 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; and/or
- provide counselling services.

## **Higher education worker level 6**

### **Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **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, administrative and other non-professional employees.



### **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, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

### **Judgment, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

### **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; and/or
- 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; and/or
- 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; and/or
- analyse less complex user and system requirements.

## **Higher education worker level 7**

### **Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 years' subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex faculty.

**Level of supervision**

Broad direction. May manage other employees including administrative, technical and/or professional employees..

**Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

**Organisational knowledge**

Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.

**Judgment, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees 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 responsibilities for managing a library function.
- In student services, the training and supervision of other professional employees 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 specialised 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**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent**

Manager (including administrative, research, professional or scientific), senior school or faculty administrator, researcher.

**Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

**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 employees will 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.

### **Judgment, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisational 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 or specialised unit where significant innovation, initiative and/or judgment 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**

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Manager (including administrative, research, professional or scientific), senior school or faculty administrator, senior researcher..

### **Level of supervision**

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

### **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.

### **Judgment, independence and problem solving**

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

#### **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 judgment 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**

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; and
- in some areas postgraduate qualifications and extensive relevant experience.

### **Occupational equivalent**

Senior program, research or administrative manager.

### **Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

### **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.

### **Judgment, independence and problem solving**

Be fully responsible for the achievement of significant organisational objectives and programs.

### **Typical activities**

- Manage a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.
- Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

# Schedule 5 – Apprentices and Trainees

## 1. Apprentices

Apprentices employed by the University at clause 8.1.9 will be paid at the following rates of pay derived from the annual rate of pay for HEW Level 3 Increment 1 (base trade rate), provided that no apprentice will be paid less than the rate they would have otherwise been entitled to under the *Higher Education Industry – General Staff Award – 2020*:

Year of apprenticeship	% of annual HEW Level 3.1 rate of pay
1st year	42%
2nd year	55%
3rd year	75%
4th year	88%


## 2. Trainees

Trainees employed by the University at clause 8.1.9 will be paid at least the relevant rate payable under Schedule E of the *Miscellaneous Award 2020*, as amended from time to time.


# Signing page

**EXECUTED** as an Enterprise Agreement


**SIGNED** for and on behalf of **SWINBURNE UNIVERSITY OF TECHNOLOGY** by:

.....  
Signature:   
Name: Patrice O'NESTER  
Title: Vice Chancellour and President  
Address: Swinburne University of Technology

in the presence of:

.....  
Signature of witness:   
Name of witness (printed): JYOTHI CHAGANTI

**SIGNED** for and on behalf of a representative of the employees by:

.....  
Signature:   
Name of representative: National Tertiary Education Union  
Title: Damien Cahill  
General Secretary  
Address: 1/120 Clarendon St, South Melbourne VIC 3205

in the presence of:

.....  
Signature of witness:   
Name of witness (printed): Renee Veal



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