DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Melbourne Institute of Technology T/A RMIT University
(AG2024/4189)

RMIT UNIVERSITY ENTERPRISE AGREEMENT 2024

Educational services

DEPUTY PRESIDENT O'NEILL MELBOURNE, 22 NOVEMBER 2024

Application for approval of the RMIT University Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *RMIT University Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Royal Melbourne Institute of Technology T/A RMIT University. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 November 2024. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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<AE526839 PR781497>

RMIT UNIVERSITY ENTERPRISE AGREEMENT 2024

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DICTIONARY

Unless a clause elsewhere in this Agreement contains a contradictory definition or further explanation, the following definitions will apply.

"2018 Agreement" means the RMIT University Enterprise Agreement 2018.

"Aboriginal and Torres Strait Islander" means any person who is of Aboriginal and/or Torres Strait Islander descent, who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by their Aboriginal or Torres Strait Islander community.

"Academic Employee" means academic employees of the University covered by the academic classifications in Part 2A.

"Agreement" means the RMIT University Enterprise Agreement 2024.

"Casual Employee" has the meaning in the FW Act. "Casual Employment" has a corresponding meaning.

"Commencement Date" means the date on which this Agreement commences operation within the meaning of section 54(1) of the FW Act.

"Continuing Employee" means all Full-time Employees or Part-time Employees other than Fixed-term Employees and Casual Employees. "Continuing Employment" has a corresponding meaning.

"Employee" means an employee who is covered by this Agreement.

"Fixed-term Employee" means a person employed for a specified term or ascertainable period. "Fixed-term Employment" has a corresponding meaning.

"FW Act" means the *Fair Work Act 2009* (Cth) as amended from time to time or its successor.

"FWC" means Fair Work Commission or its successor.

"Full Rate of Pay" means the base rate of pay calculated by reference to the salary rates in this Agreement, plus all actual loadings, allowances, and other payments which would/will apply if/when the Employee works the period in question.

"Full-time Employee" means an Employee employed to perform the full-time weekly ordinary hours specified for an Employee of their classification.

"Holiday" means any or all of the holidays specified in **clause 24** of this Agreement.

"NES" means the National Employment Standards in the FW Act.

"NTEU" and "Union" means the National Tertiary Education Industry Union.

"Part-time Employee" means an Employee (other than a Casual Employee) employed for less than the normal weekly ordinary hours specified for a Full-time Employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

"Professional Employee" means professional, administrative, clerical, computing, technical and trades employees of the University covered by this Agreement.

"Relevant Delegated Authority" means an individual, or position, identified by the University as having the authority to make decisions or determinations in specified circumstances.

"Relevant Senior Officer" means the relevant Vice-President, or member of the Vice-Chancellor's Executive, or their delegate.

"Representative" means a person who represents and advocates on behalf of an Employee, or the University, in a process under this Agreement. A Representative cannot be a practising solicitor or barrister unless that person is also an RMIT employee or an employee of an industrial association.

"RMIT" or "University" means RMIT University.

"Senior, Specialist or Executive Employee" or "SSEE" means an employee who is referred to in **clause 63.1** of Part 2C of this Agreement.

"Superannuation Guarantee Legislation" means the *Superannuation Guarantee (Administration) Act 1992* (Cth) including regulations and subordinate legislation, as modified or replaced from time to time.

"Support Person" means a person chosen by the Employee to accompany them during meetings and events taking place as part of a process in this Agreement. The Support Person plays an important role with regards to the wellbeing of the person being supported. The role of the Support Person does not involve advocating on behalf of the person they are supporting or opposing the process.

"Vice-Chancellor" means the Vice-Chancellor of RMIT or their nominee.

"Week's Pay" means the week's base rate of pay.

CHAPTER ONE

PART A - HOW THIS AGREEMENT OPERATES

1. TAKING EFFECT

1.1 This Agreement will come into force seven days after approval by the FWC.

1.2 This Agreement will have a nominal expiry date of 31 December 2026.

2. COVERAGE

2.1 This Agreement covers:

(a) the University;

(b) the NTEU, subject to the provisions of section 201(2) of the FW Act; and,

(c) all:

(i) Academic Employees covered by the Academic Classifications in **Part 2A;**

(ii) Professional Employees covered by the Professional Classifications in **Part 2B;** and,

(iii) all Senior, Specialist and Executive Employees as defined in **Part 2C.**

2.2 For the avoidance of doubt, this Agreement does not apply to:

(a) the Vice-Chancellor;

(b) employees who are determined by the Vice-Chancellor to be senior executives (but which cannot include Employees at or below Dean or Director level); or

(c) Employees who are covered by any of the following Agreements or their successors:

(i) RMIT University Children's Services Enterprise Agreement 2017; and

(ii) RMIT Vocational Education Workplace Agreement 2019.

3. OPERATION

3.1 This Agreement encompasses and is in full and final settlement of all matters provided for herein during its operation.

3.2 This Agreement operates to the exclusion of and wholly replaces any previous industrial instruments which may otherwise apply to the Employees.

3.3 This Agreement is not intended to exclude any provision of the NES, except to the extent permitted by law. To the extent that a term of this Agreement is less beneficial than the NES, the NES provision will apply to the extent of the inconsistency.

3.4 A copy of this Agreement will be available on the University website including as a single document in downloadable and searchable format.

4. VARIATION

4.1 This Agreement can only be varied in accordance with the provisions of the FW Act.

5. DISPUTES

5.1 It is agreed that all Employees, the NTEU and the University have an interest in the proper application of this Agreement and in the timely resolution of industrial disputes. Where any dispute arises under, or as to, the operation or application of this Agreement, or in relation to the NES, the following procedure will apply.

Step 1

5.2 In the first instance one or more Employees and/or their Representative, who may be the NTEU, shall discuss the dispute with the relevant supervisor and/or an appropriate Representative of the University and attempt to reach an agreed resolution. The RMIT Branch President of the NTEU may raise a dispute directly with the Relevant Delegated Authority.

Step 2

5.3 If not settled at this stage, then the matter may be discussed further between the Employee's Representative and a Representative of the University.

5.4 Should the dispute not be resolved by the processes referred to above or if either party fails to engage in the processes referred to above or if the matter is urgent in character, then the dispute may, at the election of either party, be referred to the FWC for resolution.

Step 3

5.5 The FWC may resolve the dispute through conciliation and/or arbitration. Subject to the right of any party to appeal a decision, the parties agree to be bound by and implement any order, decision or other form of settlement of the FWC.

Other matters

5.6 Where the above procedures are being followed, parties to the dispute will not take any action to exacerbate the dispute and work will continue normally. No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

5.7 Any dispute pursuant to the Academic Workloads provisions of this Agreement shall be dealt with in accordance with that clause.

5.8 Any dispute relating to a bona fide safety issue may be dealt with in accordance with relevant Health and Safety legislation without compliance with this clause.

5.9 Any dispute formally commenced and being dealt with under **clause 5.3** or **5.4** of the 2018 Agreement, or lodged with the FWC but not concluded at the time at which this Agreement comes into operation, shall continue to be dealt with in accordance with the relevant provisions that applied under the 2018 Agreement, including the dispute settling procedure of the 2018 Agreement. For the purposes of this sub-clause the relevant provisions of the 2018 Agreement are deemed to be provisions of this Agreement.

PART B - ENGAGEMENT UNDER THIS AGREEMENT

6. THE UNIVERSITY WILL ALWAYS IDENTIFY THE TYPE OF EMPLOYMENT

6.1 The University will only engage an Employee on terms that correspond with one of the types of employment prescribed in this clause and in accordance generally with both this Agreement and the FW Act. Employees covered by this Agreement may be engaged as a:

(a) Continuing Employee, either:

(i) full-time; or,

(ii) part-time;

(b) Fixed-term Employee, either:

(i) full-time; or,

(ii) part-time; or

(c) Casual Employee - see **clause 50** (Casual Academic Employees) and **clause 60** (Casual Professional Employees).

6.2 Upon engagement, the University will provide to the Employee an instrument of appointment which stipulates the type of employment and informs the Employee of the terms of engagement at the time of the appointment in relation to:

(a) for Employees other than Casual Employees, the classification level and salary on commencement of the employment, the length and terms of any period of probation and the hours or the fraction of full-time hours to be worked.

(b) for Fixed-term Employees, the term of employment and the circumstances that require this type of employment in accordance with **TABLE 7.1.**

(c) for Casual Employees, the duties , the rate of pay, a statement about how any additional duties required will be paid, the method for seeking a review of hours allocated, and the process for converting to Fixed-term Employment or Continuing Employment, or otherwise other matters relevant to Casual Academic Employment in accordance with **clause 50** (Casual Academic Employees) and **clause 60** (Casual Professional Employees).

7. TYPES OF EMPLOYMENT

CONTINUING EMPLOYMENT

7.1 Unless otherwise provided for in this Agreement, where a Continuing Employee's employment is terminated at the initiative of the University, the Employee will be given the amount of notice specified in the Employee's contract of employment or an amount of notice in accordance with the FW Act, whichever is greater. The University, at its discretion, may provide payment or part payment in lieu of notice.

FIXED TERM EMPLOYMENT

Commencing Fixed-term Employment

7.2 Employees will only be employed as Fixed-term Employees when engaged on work activity that comes within the description of one or more of the circumstances set out in TABLE 7.1. Before commencing Fixed-term Employment, Fixed-term Employees will:

(a) have the reasons for their fixedterm appointment stated in the instrument of appointment; and

(b) be advised of the start and finish date of the engagement, or the circumstance(s) which will lead to the expiration of employment (i.e. completion of a specified task or project).

7.3 A Fixed-term Employee will be entitled to the same terms and conditions of employment as would apply to a Continuing Employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

7.4 Fixed-term Employees employed on an incremental structure will be able to progress through that structure in the same manner as Continuing Employees.

TABLE 7.1-TYPES OF FIXED-TERM EMPLOYMENT

(a)	Discontinued Academic Programs	Where the University has taken a decision to discontinue or phase out a program or programs, and where the required work activity cannot be filled by redeployment, the University may use Fixed-term Employment where the work required is to meet commitments to students in the discontinued program/s provided that: (i) The use of Fixed-term Employment for this purpose will not exceed three years; and (ii) The letter of offer of Fixed-term Employment includes an undertaking that, subject to demonstrated satisfactory performance and, should the decision to discontinue the program/s be reversed or for any other reason the Fixed-term Employee's position or substantially the same position continue beyond a three-year period, the Fixed-term Employees will be offered that work for the period that it will continue or on a continuing basis.
(b)	New Academic Programs	Where the University introduces a new program/s the future of which is uncertain and where the required positions cannot be filled by redeployment, the University may employ on fixed-term contracts Employees whose work is in the new program/s, provided that: (i) the use of Fixed-term Employment for this purpose will not exceed three years; and (ii) the letter of offer of Fixed-term Employment includes an undertaking that, should the program/s continue beyond a three-year period, the Fixed-term Employee, subject to demonstrated satisfactory performance, will be offered employment on a continuing basis.
(c)	Post-retirement contract	The University may employ an Employee on a fixed-term contract where the Employee has entered into a Post-retirement contract following normal retirement and where the Employee has accessed superannuation benefits (or equivalent).
(d)	Pre-retirement contract	Pre-retirement contract means a fixed-term contract expiring on or around the relevant retirement date for an Employee who has

		declared their intention to retire, provided that the use of Fixed-term Employment for this purpose will not exceed five years.
(e)	Professional Experience Program	The University may offer Fixed-term Employment for Professional Employee positions for up to two years duration to RMIT graduates to enable them to gain work-based experience in the area of their study, subject to a University-wide cap of 40 at any one time.
(f)	Recent professional practice required (including Industry Fellows (**clause 48.21**))	Where a course or program in academic, professional or vocational education requires that work be undertaken by a person who has recent relevant practical professional experience, such a person may be engaged for a fixed period not exceeding three years. For the purpose of this sub-clause, professional practice will be considered as "recent" only when it has occurred within the previous two years.
(g)	Replacement Employee	Means an Employee appointed to: (i) Undertake work activity replacing a Full-time or Part-time Employee or a number of Employees for a definable period for which the latter is either on an authorised leave of absence or takes a temporary reduction in time fraction or is temporarily seconded away from their usual work area; or (ii) Perform the duties of: (A) a vacant position for which RMIT has made a definite decision to fill and has commenced recruitment action; or (B) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by RMIT and in progress for that vacant higher duties position, or (C) a vacant position in an area which is subject to organisational change consultation provided that the use of Fixed-term Employment for this purpose will not exceed two years, until a Full-time or Part-time Employee is engaged for the vacant position or vacant higher duties position as applicable.
(h)	Research (including Pre Doctoral Fellows)	Research means work activity by a person engaged on research-only functions for a fixed-term contract not exceeding five years.
(i)	Specific task or project	Specific task or project means a definable work activity which has a starting time, and which is expected to be completed within an anticipated timeframe, including a period of employment provided for from identifiable funding external to RMIT, 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.
(j)	Subsidiary to Studentship	Where a person is enrolled as a student (studentship), employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of

		another circumstance in the preceding paragraphs of this subclause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that: (i) such Fixed-term Employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and (ii) Fixed-term Employment under this paragraph will not be made on the condition that the person offered the employment undertakes the studentship.

Concluding Fixed-term Employment

7.5 At the end of the fixed-term contract, the University may decide to renew the position in a fixed term (where permitted by law) or continuing capacity.

(a) If the University decides to renew the position, and the Employee:

(i) was employed through an open and competitive selection process; and,

(ii) performed to a satisfactory level; and,

(iii) was not employed as a 'post retirement contract' or 'recent professional practice required' position,

the University will offer further employment in that position to that Employee.

(b) If the University decides to not renew the position, the University will inform the Employee of its decision to not renew a fixed-term contract. If the Employee was engaged under the provisions relating to:

(i) New Academic Programs;

(ii) Replacement Employee;

(iii) Research Position;

(iv) Specific Task or Project; or

(v) Subsidiary to Studentship,

the Employee will receive notice of that intention not to offer a subsequent contract of the amount specified in TABLE 7.2.

TABLE 7.2- NOTICE PERIOD

Period of continuous service	Period of Notice
Not more than 1 year	At least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	At least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	At least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	At least 4 weeks, or the equivalent of a full pay period, whichever is the greater

(a) The Employee will also receive an additional week if at the time of the notice they are older than 45 years of age.

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

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

(ii) gives notice to the Employee at the earliest practicable date thereafter.

7.6 Nothing in this clause prevents the University from employing an Employee on a further fixed-term contract where the Employee was not initially employed through a competitive and open selection process but otherwise meets the requirements of the position.

Severance payments at the conclusion of a fixed-term contract

7.7 **Entitlement to a severance payment**

(a) A Fixed-term Employee is entitled to a severance payment when:

(i) The Employee wishes to continue in the role; and

(ii) The Employee is engaged under:

(A) New Academic Programs;

(B) Research Position; or

(C) Specific Task or Project; and

(iii) The University elects to continue the position but not offer it to this Employee;

OR

(i) The Employee wishes to continue in the role;

(ii) The University elects not to renew the contract; and,

(iii) The Employee is engaged under:

(A) New Academic Programs;

(B) Research Position; or

(C) Specific Task or Project; and

(iv) The Employee is on a second or subsequent fixed-term contract for the same reason as the first contract and the same or substantially similar duties are no longer required by RMIT.

(b) Where the University advises an Employee in writing that further employment may be offered within five weeks of the expiry of a period of Fixed-term Employment, then payment of severance benefits may be deferred for a maximum period of five weeks from the expiry of the period of Fixed-term Employment. Provided that where the University offers such further employment at the same level or above, no severance payment will be paid.

7.8 The entitlement to severance, if the above criteria are met, is set out in TABLE 7.3.

TABLE 7.3 - SEVERANCE FOR FIXED-TERM EMPLOYEES

Employee's period of continuous service	**Severance benefit**
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

Calculating service for the purposes of fixed-term severance

7.9 For the purpose of this clause and for the purpose of determining which provisions under the Agreement apply to Fixed-term Employees, breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

7.10 Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.

PART C - BENEFITS FOR FIXED-TERM AND CONTINUING EMPLOYEES

8. REMUNERATION

Salary increases

8.1 Employees will receive salary increases as set out in Chapter 2 of this Agreement. The salary increases are as follows:

(a) 2% from the first full pay period after 1 June 2022 (already paid as an administrative increase);

(b) 3% from the first full pay period after 1 June 2023 (already paid as an administrative increase);

(c) 4% from the first full pay period after 1 June 2024 (already paid as an administrative increase);

(d) 1% from first full pay period after 1 October 2024.

(e) 4% from first full pay period after 1 June 2025.

(f) 4% from first full pay period after 1 June 2026.

(g) 1% from first full pay period after 1 December 2026.

8.2 All Academic Employees to whom this Agreement applies will be paid in accordance with **Part 2A** other than as specified in **clause 8.5**.

8.3 All Professional Employees to whom this Agreement applies will be paid in accordance with **Part 2B**.

8.4 The schedule of salary increases in this clause will apply to all allowances, including special allowances, provided by this Agreement.

8.5 For Casual Academic Employees, the administrative increases specified in **clauses 8.1(a) to 8.1(c)** apply to the relevant rate of pay in the 2018 Agreement.

8.6 For the avoidance of doubt, if the Commencement Date is after the date specified in **clause 8.1(d)**, only Employees who are employed at the Commencement Date are eligible for any back pay associated with the pay increase specified in **clause 8.1(d)** or allowance increase specified in **clause 8.4**. The pay increases specified in clauses 8.1(a)-(c) do not give rise to an entitlement to any further pay rises in addition to the administrative pay rises made.

Payment of salary

8.7 All salaries will be payable fortnightly by electronic funds transfer. Payment by electronic funds transfer will be made to a financial institution of the Employee's choice.

8.8 Each Employee will be able to access details regarding the make-up of the Employee's pay and deductions therefrom and leave balances.

8.9 Casual Employees will be paid within 21 days of lodging a valid claim for payment, which is a claim that is entered into the system and approved by the Relevant Delegated Authority.

8.10 The University will provide Employees, on request, with payroll deduction of union dues, free of charge.

Superannuation

8.11 Subject to legislative requirements, UniSuper is the default superannuation fund for Employees.

8.12 If a new Employee is a member of the UniSuper Defined Benefit Division, the University will make contributions to UniSuper. Where a new Employee is not a member of the UniSuper Defined Benefit Division and does not nominate an alternative superannuation fund:

(a) the University will make superannuation contributions into the Employee's stapled superannuation fund as advised by the Australian Taxation Office (**ATO**); or

(b) if the ATO advises the University that the Employee does not have a stapled superannuation fund, the University will open a UniSuper account on the Employee's behalf and make contributions into that account.

8.13 The University will make employer superannuation contributions as follows.

(a) For Fixed-term Employees and Continuing Employees who are members of the UniSuper Defined Benefit Division, contributions of 17% will be made in accordance with the UniSuper Trust Deed.

(b) For all other Fixed-term Employees and Continuing Employees, subject to any Employee election under **clause 8.14**, at the rate of 17% of ordinary time earnings.

(c) For Casual Employees, at the minimum rate specified in Superannuation Guarantee Legislation.

8.14 Fixed-term Employees and Continuing Employees who are not members of the UniSuper Defined Benefit Division may request for the University to reduce their employer superannuation contribution to the minimum employer contribution rate specified in Superannuation Guarantee Legislation, provided that:

(a) the combined amount of the Employee's salary and other payments and employer superannuation contributions is not thereby diminished;

(b) the University will not approve for more than 10% of the number of Continuing Employees and Fixed-term Employees who are members of each participating superannuation fund to reduce their employer superannuation contributions under this clause; and

(c) when exercising flexibility in respect of employer superannuation contributions under this clause, the Employee may elect to revert back to 17% employer contributions.

8.15 Fixed-term Employees and Continuing Employees who exercise flexibility under **clause 8.14** may only change their superannuation arrangements pursuant to that clause a maximum of two times per year.

8.16 Notwithstanding anything in this clause, the University will continue the existing arrangements and apply the applicable rate of employer contributions for pre-existing members of the State Superannuation Fund (New and Revised).

8.17 Employer contributions are to be made when Employees are on paid leave or on workers' compensation and in receipt of accident make-up pay.

8.18 Provided that UniSuper's Trust Deed allows it, an Employee in respect of whom employer superannuation contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to

cover employer and Employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that Employee not been on authorised leave without pay. Such payments will be funded by the Employee.

9. REMUNERATION PACKAGING

9.1 The provisions of this clause are available only to Continuing Employees and Fixed-term Employees, save for the option to salary sacrifice superannuation contributions, which is also available for Casual Employees.

9.2 The University may offer an Employee a remuneration package which involves the Employee reducing part of their salary applicable under this Agreement, in return for non-cash benefits offered by the University, at the same overall cost to the University.

9.3 The remuneration package·will require the employee to meet the full cost of the provision of such benefits and associated taxation, and administration costs, provided that any payroll tax savings will be passed onto the employee. Notwithstanding anything contained in this clause, the salary as specified in this Agreement will be used as the basis for calculation of the following entitlements: termination payments; superannuation; annual leave and long service leave entitlements; retrenchment benefits; overtime and shift penalties; NTEU dues; and annual leave loading entitlements.

9.4 Participation in the remuneration packaging scheme is voluntary. The value of the Employee's remuneration package and its terms and conditions will be recorded in a written agreement between the University and the Employee. A remuneration package agreement will be renegotiated annually, unless otherwise agreed between the University and the Employee. An Employee may be able to reduce up to 50% or, in the case of superannuation, up to 100% of their salary as part of a remuneration package. An Employee may withdraw from a remuneration packaging agreement subject to providing one month's written notice to the University.

9.5 If legislative or other changes result in increased cost of remuneration packaging to the University, the University may elect to terminate a remuneration packaging agreement with an Employee, unless the Employee elects to pay the additional cost (or increases the amount of salary sacrificed).

9.6 As the University is assisting the Employees by providing the salary and benefits package, and recognising that the law and circumstances may change, and that the University may be relying on a third party to provide benefits, the University will not be responsible for any loss or disadvantage suffered by the Employee arising from:

(a) the cessation of any benefits;

(b) any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of this clause;

(c) the termination of an individual remuneration package by the Employee in accordance with this clause;

(d) the University arranging for the third party to provide benefits to or for the benefit of the Employee or an associate of the Employee, unless such loss:

(i) directly arises from the terms and conditions of the agreement between the University and the third party; and

(ii) could have reasonably been foreseen and prevented by the University; and was beyond the control of the Employee.

9.7 If a remuneration packaging agreement is discontinued, or if the Employee's services with the University terminate, the University will be entitled to recover any payment of salary and benefits granted in advance, including by making deductions from an Employee's salary or other monies payable upon the Employee's termination.

10. ACCIDENT MAKE-UP PAY

10.1 The University will pay an Employee (other than a Casual Employee) Accident Make-Up Pay where the Employee receives an injury for which weekly payments of workers' compensation are payable by or on behalf of the University pursuant to the provisions of the Victorian *Workplace Injury Rehabilitation and Compensation Act 2013* (**WIRC Act**) or its successor.

10.2 "Accident Make-up Pay" means a payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the WIRC Act and the Employee's base rate of pay or, where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.

10.3 The University will pay or cause to be paid Accident Make-up Pay during the incapacity of the Employee within the meaning of the WIRC Act. Such payment will not be paid:

(a) in excess of a continuous period of 52 weeks of total or partial incapacity; or

(b) in excess of an aggregate period of 52 weeks of total or partial incapacity in respect of a particular injury or incapacity.

10.4 The liability of the University to pay make-up pay in accordance with this clause will arise as at the date of the injury in respect of which workers' compensation is payable.

10.5 The University will not terminate the employment of any Employee who is in receipt of Accident Make-up Pay pay in accordance with this clause except where such termination is due to Serious Misconduct on the part of the Employee.

10.6 In the event that an Employee receives a lump sum in redemption of weekly compensation payments under the WIRC Act, the liability of the University to pay Accident Make-up Pay in relation to that injury will cease from the date of such redemption.

10.7 The Employee will repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgment or settlement specifically compensates the injured Employee for make-up payments made under this clause.

10.8 Where an Employee is off duty as a result of an injury for which the University is liable for Accident Make-up Pay under this clause, the Employee will be entitled to return to duty on alternate duties should a registered medical practitioner so recommend, for the purposes of rehabilitation, and provided that suitable work is available, without prejudice to other Employees.

10.9 An Employee who is partially incapacitated and who cannot obtain suitable employment with the University but who has obtained suitable employment with another employer will continue to be paid Accident Make-up Pay by the University on the basis prescribed in **clauses 10.2** and **10.3** provided that the Employee furnishes to the University evidence to the satisfaction of the University of the rate of actual earnings the Employee is receiving from the other employer.

10.10 An Employee who is a claimant for workers' compensation pursuant to this clause may, upon application, be granted personal leave to cover such absence in accordance with **clause 17**, provided that no Employee will be concurrently entitled to the payment of personal leave and Accident Make-up Pay as prescribed in **clauses 10.1** and **10.2**.

10.11 If an Employee is granted personal leave as provided by this sub-clause and subsequently has a workers' compensation claim accepted for the same period or part thereof pursuant to **clause 10.1** on account of the same injury, the University will re-credit the personal leave taken pursuant to this sub-clause.

10.12 For an injury incurred prior to the proclamation of the WIRC Act, reference to the WIRC Act will be deemed to be a reference to the Victorian *Accident Compensation Act 1985* or the *Workers Compensation Act 1958*, as is relevant.

11. JOURNEY PERSONAL ACCIDENT INSURANCE

11.1 The University will provide journey personal accident insurance to cover Employees for personal injuries solely and directly occurring while engaged in a direct journey between the bounds of their normal residence and place of employment for the purposes of starting or ending their day's work.

11.2 The University is not responsible for any costs associated with journeys to and from work other than the payment of the appropriate premiums.

12. WORKPLACE FLEXIBILITY ARRANGEMENTS

12.1 This clause constitutes the flexibility term referred to in section 202 of the FW Act.

12.2 **An employee and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this** A**greement** to provide for the Employee's ordinary hours of work to fall outside of the span of hours in **clause 53**, with **clause 57** not to apply, provided that:

(a) the flexibility arrangement specifies alternative ordinary hours of work for that Employee;

(b) any reference to "ordinary hours" in **clause 53** will be taken to be a reference to the "ordinary hours" specified in the flexibility arrangement; and

(c) **clause 53** applies to the Employee's ordinary hours as redefined.

12.3 The University must ensure that:

(a) the arrangement meets the genuine needs of the University and the Employee in relation to the matters mentioned in **clause 12.2**;

(b) the arrangement is genuinely agreed to by RMIT and the Employee;

(c) agreement to a flexibility arrangement may not be a precondition for employment, reclassification or promotion;

(d) the Employee is advised that they are entitled to have a Representative negotiate a flexibility arrangement on their behalf, provided that there is no requirement for the consent of a third party to the arrangement other than as specified in section 203(7)(a)(ii) of the FW Act;

(e) the Employee and their Representative, if any, must have at least three working days to consider the proposal; and

(f) the Employee is provided with a copy of the written flexibility arrangement and a copy of that flexibility arrangement is retained as a time and wages record.

12.4 The University must ensure that the terms of the individual flexibility arrangement:

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

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

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

12.5 The University must ensure that the individual flexibility arrangement:

(a) is provided in writing to the Employee within 14 days after it is agreed;

(b) includes the name of RMIT and of the Employee;

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

(d) includes details of:

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

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

(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

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

12.6 The University or the Employee may terminate the arrangement:

(a) by giving no more than 28 days' written notice of termination to the other party; or

(b) at any time, by written agreement between the University and the Employee.

13. FAMILY AND DOMESTIC VIOLENCE LEAVE

13.1 In this clause, **family and domestic violence** has the meaning in the FW Act.

13.2 This clause applies to all Employees, including Casual Employees.

13.3 RMIT recognises that Employees sometimes face situations of violence in their personal life that may affect their attendance or performance at work. RMIT is committed to providing support to Employees that experience family and domestic violence.

13.4 Employees are entitled to 20 days' paid family and domestic violence leave in each 12-month period from the start of their employment. Family and domestic violence leave does not accrue from year to year, but if the leave is exhausted consideration will be given to providing additional leave. This includes and is not in addition to the Employee's entitlement to paid family and domestic violence leave under the NES.

13.5 Family and domestic violence leave can be taken if the Employee:

(a) is experiencing family and domestic violence;

(b) needs to actively deal with the impact of the family and domestic violence; and

(c) it is impractical for the Employee to do so outside of the Employee's ordinary hours of work.

13.6 RMIT will also refer the Employee to the Employee Assistance Program and consider any request made by the Employee for:

(a) other paid or unpaid leave;

(b) changes to the Employee's span of hours or pattern of hours and/or shift patterns;

(c) job redesign or changes to duties;

(d) relocation to suitable employment within RMIT;

(e) a change of telephone number or email address as appropriate; or,

(f) any other appropriate measure including those available under existing family friendly and flexible work arrangements.

13.7 Employees must provide evidence that the family and domestic violence leave is taken for the purpose specified. This may include an agreed document issued by the Police, a Court, a doctor, a District Nurse, a Maternal and Health Care Nurse, a Family Violence Support Service or lawyer. This information will be treated similarly to sensitive medical information and confidentiality maintained accordingly.

PART D - LEAVE

14. LEAVE ENTITLEMENTS

14.1 Unless otherwise stated, the leave entitlements and arrangements in this Part apply only to Continuing Employees and Fixed-term Employees, paid leave refers to leave on the Full Rate of Pay, and "days" means "working days".

Recognition of prior service

14.2 RMIT will recognise service for Employees commencing employment on or after the date of operation of this Agreement with:

(a) other publicly funded Australian Universities and publicly funded Australian Institutes of Technical and Further Education; and

(b) privately funded Universities that have reciprocal arrangements with RMIT and whose Chief Executive Officer is a member of Universities Australia.

Service with other employers may be recognised at the discretion of the Vice-Chancellor or nominee.

Service will be recognised for the purposes of:

(a) personal leave (to a cap of 15 days);

(b) long service leave accruals (that have not been paid out) subject to **clause 19.3**; and,

(c) the application of parental leave entitlements.

14.3 An Employee is not entitled to have prior service recognised if there has been a break in service of more than six months.

Leave to count as service

14.4 Without detracting from what may be specified elsewhere in this Agreement, the following will count as service in determining the entitlement of an Employee to leave for all other purposes:

(a) any period of paid leave with long service leave taken on half pay counting as normal service;

(b) any continuous period of personal leave without pay not exceeding twenty working days;

(c) any period of personal leave without pay not exceeding in the aggregate twenty working days in any year of service;

(d) any period of parental leave not exceeding fifty-two weeks;

(e) any period of leave without pay for the purpose of contesting elections to Federal or State Parliament;

(f) any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.

14.5 For the purpose of determining an Employee's entitlement to long service leave, where the Employee's service is not continuous, the aggregate period of service including service recognised from previous employers as defined in **clause 14.2** will count as service.

Pro-rata payment

14.6 Where a Part-time Employee is entitled to paid leave in accordance with this Agreement, the Employee will not by reason of being a Part-time Employee be required to serve a longer period of service to qualify for any leave entitlement, or be granted any lesser period of leave, but will be paid pro-rata for any such leave.

15. ANNUAL LEAVE

Entitlement to annual leave

15.1 An Employee will be entitled to 20 days' annual leave for each year of service, calculated pro-rata, which accrues progressively according to the Employee's ordinary hours of work.

15.2 No deduction will be made from annual leave credits for any holiday as prescribed in **clause 24** that falls within a period of annual leave.

15.3 Annual leave accrued but not taken will be paid to an Employee upon the termination of employment or to the Employee's legal representative in the event of death.

15.4 Annual leave granted in advance before accrual will, where the Employee leaves the University's service, be deducted from termination payments or otherwise repaid by the Employee.

15.5 Annual leave is to be taken at a mutually agreed time having regard to operational requirements and the Employee's wishes, provided that the Employee will be entitled to take the leave as a single continuous period.

15.6 It is expected that 20 days leave will be taken during the year in which it is accrued.

15.7 The University will notify an Employee if their accrued leave balance exceeds 25 days. Within 20 working days of receiving this notification, the Employee will submit a leave plan to the supervisor that reduces and maintains the balance to 20 or less days. The plan will not be unreasonably refused by their supervisor. Where agreement is not reached or the Employee fails to submit the plan by the due date, the University will direct the Employee to take any leave over 20 days on dates nominated by the University and the leave balance will be adjusted accordingly.

15.8 The University may direct Fixed-term Employees to take their full annual leave entitlement during the term of the contract.

Annual leave loading

15.9 An Employee who has qualified for four weeks leave as at 30 November in any year will receive in respect of that leave a loading of 17.5% of four weeks' salary up to a maximum amount equivalent to the Australian Bureau of Statistics' average weekly total earnings of all males (in Australia) for the most recently available quarterly data preceding the date of payment. Annual leave loading is pro-rata for Part-time Employees.

15.10 An Employee whose employment commenced after 1 December in any year and/or terminated before 30 November will be paid the loading calculated for each completed month of continuous service.

15.11 The annual leave loading will be paid on the first payday in December or on the date of termination of employment.

Cashing out of annual leave

15.12 Notwithstanding **clause 15.6** and **clause 15.7**, where an Employee has more than 40 days of accrued annual leave, the University and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave by the Employee provided that:

(a) each cashing out of a particular amount of accrued annual leave must be the subject of a separate agreement under this clause;

(b) an agreement must not result in the Employee's remaining accrued entitlement to annual leave being less than 25 days; and

(c) the Employee must submit, and have approved, a leave plan that makes provision for the utilisation of at least 10 days of the remaining annual leave balance.

15.13 Leave cannot be cashed out on more than one occasion in any 12 month period.

15.14 The Employee will be paid the full amount that would have been payable had they taken the leave.

16. PURCHASED LEAVE

16.1 With the University's agreement, Continuing Employees and Fixed-term Employees may elect to purchase leave of between 1 and 6 whole weeks in any 12 month employment cycle.

16.2 Any purchased leave must be taken within the 12 month employment cycle, in addition to the standard annual leave entitlements.

16.3 Any purchased leave arrangements are subject to annual review and approval by the University.

16.4 All periods of paid leave will accrue at the rate equivalent to the arrangement (e.g. 48/52 of the Employee's full-time equivalent salary) for that 12 month period during the cycle.

16.5 Where an Employee is being paid on an altered employment cycle under these provisions, and their employment terminates, the University will either provide additional payment to the Employee or recoup payment, so that the Employee is paid for duties actually carried out up to the date of termination.

16.6 The University will refer an Employee to their superannuation fund for advice on any implications of the arrangement prior to the Employee entering into a purchased leave arrangement.

17. PERSONAL / CARER'S LEAVE

Personal illness or injury

17.1 An Employee is entitled to 15 days paid leave when they are not fit for work because of personal illness or injury for each year of service, credited 12 months in advance. Unused personal leave will be cumulative.

17.2 Where practicable, an Employee taking personal leave will notify RMIT within three hours of commencing leave and give an estimate of the duration of leave and the nature of the illness, to the extent known, if it is a notifiable infectious disease.

17.3 Proof of illness or injury, or fitness to return to duty following an illness or injury, will be provided by an Employee when requested by the University.

17.4 Where RMIT has requested proof of illness or injury and the Employee has failed to provide that proof within 10 working days of the request, the Employee will be deemed, for payroll purposes, to have been on unpaid personal leave from the commencement of that leave. In the event that proof of illness, sickness or injury is provided at a later time, the Employee's unpaid leave will be converted to paid leave in accordance with RMIT's leave policies and provisions. At the Employee's request, the leave will be deducted from annual leave credits.

17.5 No deduction from personal leave credits will occur for public holidays during a period of personal leave.

17.6 An Employee who becomes ill or injured during a period of annual leave, or ill or injured for a total of three or more days during a period of long service leave, may apply for personal leave for those days and have the corresponding number of days of annual/long service leave re-credited provided that they provide satisfactory proof of the illness or injury.

Infectious diseases, vaccination and repatriation

17.7 Without deduction from personal leave credits, an Employee who contracts a notifiable infectious disease or is isolated at the direction of a registered medical practitioner due to contact with a person with such disease and is not able to undertake their duties, will be granted paid isolation leave for the required period of absence.

17.8 Without deduction from personal leave credits, an Employee who is absent on account of illness due to disabilities certified by the Department of Veterans Affairs as directly resulting from war service will be granted paid repatriation leave of up to 15 days for each year of service, which will be cumulative up to 100 days.

Providing care or support to a member of the Employee's immediate family or household

17.9 An Employee is entitled to use any of their entitlement to paid personal leave for the purposes of caring for or supporting a member of the Employee's immediate family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, who requires support because of:

(a) a personal illness, or personal injury, affecting the member; or

(b) an unexpected emergency affecting the member.

17.10 In such cases, proof of the requirement for support must be supplied when requested.

17.11 Where there is no entitlement to paid leave, Employees (including Casual Employees) are entitled to up to 2 days' unpaid leave per occasion to care for a member of their immediate family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, in cases of their illness or injury or unexpected emergencies.

18. COMPASSIONATE LEAVE

18.1 Paid leave of up to the three days will be granted for each occasion to a Continuing Employee or Fixed-term Employee:

(a) due to the death, serious illness or injury of:

(i) a spouse or de facto spouse of the Employee;

(ii) a child, parent, legal guardian, grandparent, grandchild or sibling of the Employee or the Employee's spouse;

(iii) a relative who has taken the place of a parent or resides with the Employee;

(iv) a member of the Employee's household; or

(v) a person from whom an Aboriginal and Torres Strait Islander Employee has an Aboriginal and Torres Strait Islander kinship relationship equivalent to (i)-(iv) above;

(b) where the Employee, or the Employee's current spouse or de facto partner, has a miscarriage or still birth.

18.2 When requested by the University, satisfactory evidence to support the absence is to be provided.

18.3 Where the University has requested evidence and the Employee has failed to provide satisfactory evidence within 10 working days of the request, the Employee will be deemed, for payroll purposes, to have been on unpaid leave from the commencement of the leave.

18.4 Casual Employees will be entitled to up to two days unpaid compassionate leave, for each occasion, provided the requirements of this clause are met.

18.5 Additional paid or unpaid leave may be granted having regard to circumstances, such as a delayed funeral, Aboriginal and Torres Strait Islander business associated with a funeral, or the necessity of extensive travel.

19. LONG SERVICE LEAVE

19.1 An Employee is entitled to long service leave of 1.3 weeks for each year of service. Employees are entitled to take long service leave after seven years' service. Such leave will be paid at the Full Rate of Pay provided that an Employee may double all or part of the leave by taking it at half pay.

19.2 The following will not count as service for the purpose of long service leave accrual:

(a) any period of service after the date from which a person is receiving a Temporary Incapacity Benefit from a Superannuation fund; and

(b) any period of service for which an Employee has an entitlement to, or received, payment in lieu from a previous employer subject to **clause 19.1**, provided that such service will be recognised towards satisfying the requirement for 7 years' service before leave may be taken.

19.3 An Employee will have previous service with recognised employers counted towards long service leave accrual up to a total of 10 years provided that the Employee claims such recognition within six months of the date of appointment.

The University will include details of the process for recognition in the letter of appointment and will notify the Employee of the amount recognised as soon as possible but no later than 12 months after the date of appointment.

Where service is recognised, the University may require that the Employee complete up to three years' service with the University before long service leave may be taken.

19.4 Provided an Employee provides six months' written notice, a request for long service leave will not be unreasonably refused. Where less than six months' notice is provided, long service leave may be approved by agreement between the Employee and the Manager.

19.5 RMIT may direct an Employee in writing with a long service leave balance of 4.5 months or more to take up to three months leave commencing:

(a) no sooner than 3 months (unless by agreement); and

(b) within 12 months after the direction at a time determined by the University,

provided that an Employee cannot be directed to take leave within 24 months of the nominated date of retirement.

A second direction will not be given within two years of the end of this period of leave.

19.6 No deduction from long service leave credits will occur for any public holiday observed by the University during a period of long service leave.

19.7 Payment of unused long service leave credits will be paid to an Employee, or their legal representative where applicable, in the event that the Employee dies or retires or has their employment terminated on the grounds of ill health after four years' service with the University, or their employment terminates after seven years' service inclusive of service recognised with a previous employer.

19.8 A payment in lieu of long service leave will be computed on a daily basis, equivalent to 1.3 weeks per annum.

Casual long service leave

19.9 Any service as a Casual Employee which meets the requirements of the *Long Service Leave Act 2018* (Vic), or any successor legislation, will count as service for the purposes of long service leave provisions.

20. PARENTAL LEAVE

Definitions

20.1 For the purposes of this clause:

(a) *parental leave* is granted in relation to the birth of a child (including via a surrogate or through surrogacy), or the adoption or permanent placement of a child, of which the staff member is, or will be, the parent.

(b) *primary carer* is the person who will assume the principal role for the care or attention of a child or children and where no other person in the household is present for reasons of parental (primary carer) leave or to provide primary care for a child. Only one person can be the child's primary carer at any one time.

(c) *partner* includes a spouse or de facto partner.

(d) *adoption* means placement of a child, aged under sixteen (16) as at the day of placement or expected day of placement, to the care of a person as part of the process for the adoption of the child by the person.

(e) *return to work period* means the 12-month period directly following the return to work from parental leave.

TABLE 20.1: Paid parental leave entitlement

Leave type	Entitlement and conditions
1 Paid parental leave	a. A Fixed-term or Continuing Employee is entitled to paid parental leave from the commencement of the relevant period if the leave is associated with: i. the pregnancy, birth or expected birth of the child by the Employee; or ii. the Employee providing satisfactory evidence that they are the primary carer of a child during the period of leave. b. The relevant period commences: i. in the case of a pregnant Employee, six weeks prior to the expected date of birth but no later than the date of birth of the child; or ii. in any other case, on the date of birth of the child, or the day of placement or expected day of placement (i.e. adoption) of the child (under 16 years of age) into the household. c. The entitlement to paid parental leave is provided according to the length of continuous service at the time of commencement of the relevant period, as follows: i. 3 or more years continuous service = 24 weeks paid parental leave; ii. at least 1 year but less than 3 years continuous service = Between 18 and up to 24 weeks paid parental leave (calculated on a pro rata basis of 0.25 weeks per completed month of service in excess of 1 year); or iii. less than 1 year of continuous service = 18 weeks paid parental leave. d. Where an Employee's time fraction has varied in the three year period prior to the commencement of paid parental leave (or the Employee's period of continuous service, if less), the Employee's paid parental leave entitlement is calculated on the weighted average of the time fraction over that period. For the purposes of calculating paid parental leave, an Employee's time fraction will be treated as not having been varied where the variation was due to pregnancy-related issues or during the return to work period. e. Where an Employee elects not to commence paid parental leave at the commencement of the relevant period (i.e. at the point at which they become eligible), the Employee's entitlement to paid parental leave will be reduced accordingly. f. Paid parental leave must be taken in a single continuous period. g. An Employee may take some or all of their paid parental leave entitlement at half pay for twice the duration. h. Where the paid parental leave is taken at half pay, all leave and superannuation accruals during the period will also accrue pro-rata. i. A Fixed-term Employee on paid parental leave whose contract expires will not be eligible for further paid leave unless re-employed on Continuing or further Fixed-term Employment.

	j. The provision of paid parental leave will not be grounds for termination of a contract or for a refusal of further employment. k. Subject to the requirement that only one person can be a child's primary carer at any one time, if the Employee's partner is also employed by the University on a Continuing or Fixed-term basis, paid parental leave may be shared between the two Employees up to the total eligible entitlement. l. The combined amount of paid parental leave which may be taken by an Employee couple cannot exceed 24 weeks of leave, unless an Employee is taking a portion of their leave at half pay in accordance with **sub-clause (g)** above. m. The entitlement to paid parental leave is subject to the submission of satisfactory evidence requested by the University.
2 Paid partner leave	a. A Fixed-term or Continuing Employee is entitled to 20 days of paid partner leave, which may be taken at any time within 12 months following the date of birth or placement of the child, when they have or will have a responsibility for the care of a birth parent and/or child but is not the primary carer of the child. b. The entitlement to paid partner leave is subject to the submission of satisfactory evidence requested by the University.
3 Special paid leave	Where the pregnancy of a Fixed-term or Continuing Employee terminates by miscarriage or results in still-birth within 20 weeks of the expected date of birth, the Employee who was due to give birth will be entitled to special paid leave equivalent to the amount of paid parental leave to which they would have otherwise been entitled.
4 Paid foster care leave	a. A Fixed-term or Continuing Employee is entitled to paid foster care leave, where the period of care is greater than 6 months, as follows: i. six weeks paid leave where the child is under five (5) years of age; or ii. three weeks paid leave where the child is over five (5) years of age but under 16 years of age. b. The entitlement to paid foster care leave is subject to the submission of satisfactory evidence requested by the University.

TABLE 20.2: Unpaid parental leave entitlement

Leave type	Entitlement and conditions
1 Unpaid parental leave	a. Fixed-term and Continuing Employees are entitled to up to 52 weeks of parental leave in accordance with the FW Act (first period). The leave will be unpaid leave unless the Employee is entitled to a period of paid parental leave in accordance with **Table 20.1** or otherwise accesses any paid leave entitlements to which the Employee is entitled. An additional period of up to 52 weeks of unpaid parental leave immediately following the end of the first period may be requested by an Employee in accordance with the FW Act (second period). b. Casual Employees are entitled to up to 52 weeks of unpaid parental leave where the Employee: i. has been employed by the University on a regular and systematic basis for at least 12 months; and

	ii. would have had a reasonable expectation of continuing employment with the University on a regular and systematic basis if not for the birth or placement of the child.
2 Special unpaid maternity leave	A pregnant Employee that meets the eligibility requirements for unpaid parental leave is entitled to a period of special unpaid maternity leave in accordance with the FW Act where the Employee is not fit for work because: a. of a pregnancy-related illness; or b. the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child and the child is not stillborn.
3 Flexible unpaid parental leave	An Employee may take up to 100 days of their unpaid parental leave entitlement flexibly as a single continuous period of one day or longer, or separate periods of one day or longer, and within 24 months of a child's birth or adoption. Flexible unpaid parental leave must be taken in accordance with the NES.

TABLE 20.3: Return to work bonus

	Entitlement and conditions
1 Return to work bonus	a. The return to work bonus for Fixed-term or Continuing Employees is designed as an incentive to encourage Employees to return to the workplace immediately following a period of unpaid parental leave. b. An Employee who has been absent on unpaid parental leave for a period of: i. not less than 24 weeks; and ii. not more than 104 weeks, and that period includes paid parental leave, is entitled to a return to work bonus in connection with their return to work. No other leave types may form part of the 24 week eligibility period and Employees must have taken both unpaid parental leave and paid parental leave to be eligible. c. Where an Employee's time fraction has varied in the three year period prior to the commencement of parental leave (or the Employee's period of continuous service, if less), the return to work bonus is calculated on the weighted average of the time fraction over that period. For the purposes of calculating the return to work bonus or a subsequent return to work bonus, an Employee's time fraction will be treated as not having been varied where the variation was due to pregnancy-related issues or during a return to work period. d. An Employee is entitled to a return to work bonus, during the return to work period, calculated at one week of pay for each completed month of service in which the Employee worked, up to a maximum of 14 weeks' pay. The entitlement to the return to work bonus is calculated according to the length of continuous service at the time of commencement of the relevant period as per the table below:

Length of continuous service at the commencement of the relevant period	**Return to work bonus**
3 or more years' continuous service	14 weeks' pay
At least 1 year but less than 3 years' continuous service	13 weeks' pay

	Less than one year of continuous service	Up to 12 weeks' pay, calculated at one week of pay for each completed month of service

e. Only one member of an Employee couple will be entitled to a return to work bonus, which is to be calculated based on their individual entitlement only up to a maximum of 14 weeks.

f. Where an Employee's employment terminates or they commence a further period of parental or long term leave within the return to work period, they will be required to repay to the University, prior to the termination or the commencement of leave, any amount of the return to work bonus paid in advance of accrual prior to departure or commencement of leave. The University may recover the repayment from available statutory leave entitlements. If the repayment is to occur by way of a deduction from amounts otherwise owed by the University to the Employee, the Employee will authorise the University in writing to make that deduction.

g. An Employee is only eligible to access the return to work bonus after they have utilised their full entitlement to Government Parental Leave Pay.

Transfer to safe job and 'no safe job leave'

20.2 A pregnant Employee may be entitled to be transferred to safe job or to 'no safe job leave' in accordance with the FW Act where the Employee is fit for work, but it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness, or risks arising out of the Employee's pregnancy, or hazards connected with that position.

Direction to take leave

20.3 The University may, subject to the FW Act, require a pregnant Employee to commence parental leave at any time within the 6 weeks prior to the expected date of birth of the child.

Taking parental leave (paid and unpaid)

20.4 An Employee must give eight weeks' written notice before commencing parental leave and specify the intended period of leave to be taken**.**

An Employee may request to commence unpaid parental leave from 20 weeks prior to their expected due date up until 6 weeks prior to their expected due date or the arrival of the child into the household.

Changing the period of parental leave to be taken

20.5 Where approved by the University, an Employee may reduce the period of parental leave that the Employee has applied to take.

20.6 An Employee may extend the period of unpaid parental leave taken (second period) by up to 52 weeks by giving 10 days' written notice and requesting further unpaid leave in accordance with **item 1(a) of Table 20.2** above.

Returning to work

20.7 During **parental** leave, normal incremental advancement will continue.

20.8 On return to work from parental leave, an Employee will be entitled to the same substantive time fraction, classification and salary as applied at the commencement of the leave, with duties commensurate **with** the Employee's qualifications and experience and as similar as possible to those performed before taking leave.

20.9 An Employee who, because of pregnancy, worked a reduced time fraction immediately prior to taking leave, **will** be entitled to the same time fraction, substantive classification and salary with duties commensurate with the Employee's qualifications and experience and as similar as possible to those performed before commencing that reduced time fraction.

20.10 An Employee returning to work from a period of parental leave greater than 24 weeks will, together with their manager or supervisor, develop a return to work plan to facilitate re-entry to the workforce and align with their stated career goals and the requirements of the University. The Employee may, with University agreement, temporarily reduce their time fraction with an entitlement to revert to their substantive time fraction at an agreed date within five years following their return from parental leave. This entitlement is in addition to any other entitlements the Employee has under the FW Act to request flexible working arrangements.

21. GENDER AFFIRMATION LEAVE

Definitions

'Gender' means a person's sense of being as male, female, or neither. RMIT acknowledges that for some people, gender can be non-binary and there are many ways a person may identify their gender.

'Gender affirmation' means the personal process or processes a transgender person takes to socially and/or physically feel more aligned to a gender that best defines the person's sense of self.

A 'transgender person' is someone whose personal gender identity does not align with the sex they were assigned at birth.

21.1 An Employee who is affirming their gender is entitled to up to 30 days' paid leave (based on the Employee's ordinary hours of work; pro rata for Part-time Employees) over the course of their employment with RMIT for the purpose of attending medical appointments, recovering from medical procedures, undertaking legal processes relating to their gender affirmation, or any other similar activity directly related to the Employee's process of affirming their gender.

21.2 An Employee who is entitled to gender affirmation leave may, in conjunction with all or part of that leave, utilise accrued annual leave, long service leave, or other leave as agreed with RMIT.

21.3 Gender affirmation leave may be taken as consecutive, single or part days as agreed with RMIT.

21.4 Leave under this clause will not be paid out on termination of employment.

21.5 Employees affirming their gender are further supported by the provisions set out within the University's Gender Transition/Affirmation Guideline document (as amended from time to time, available on the University Intranet).

21.6 In addition to the above, RMIT will support any Employee who is affirming their gender by:

(a) updating RMIT records in relation to gender, name, title and the like;

(b) providing a new staff photo ID card, where requested;

(c) communicating with the Employee's supervisor and colleagues, where requested by the Employee;

(d) providing access to flexible working arrangements in accordance with **clause 53.6**; and

(e) any other reasonable request from the Employee.

21.7 RMIT may require the Employee to provide such evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by this clause. Such evidence may be a medical certificate from a treating registered medical practitioner, a letter from a legal practitioner, a statutory declaration or similar.

21.8 Additional special leave may be granted in accordance with **clause 22.10**.

21.9 This clause does not apply to Casual Employees.

22. OTHER LEAVE

Jury service leave

22.1 Paid leave will be granted to an Employee for the duration of attendance at a court for jury service or for appearing as a Crown witness or to provide evidence directly related to their employment at RMIT. Fees for jury service will not be deducted from salary. The Employee is required to submit evidence to the University of the requirement to attend a court and evidence of the attendance.

Defence Force Reserves leave

22.2 An Employee who serves in the Australian Defence Force Reserves will be granted up to two weeks' paid leave for attendance at annual exercises or camps and a further four paid days a year for the same purpose, subject to the University receiving certification from the Commanding Officer of the Employee's unit. Such an Employee will also be granted up to two weeks' paid leave in any one year for attendance at a school and/or class or courses of instruction conducted by or on behalf of the Reserve.

22.3 If an Employee requires additional leave for Defence Force Reserves purposes (including in response to a call out order), they may apply for annual leave, long service leave or leave without pay but are not required to exhaust annual leave or long service leave in order to take leave without pay.

Blood donor leave

22.4 An Employee who donates blood will be granted paid leave for each such attendance.

Firefighting and emergency assistance leave

22.5 An Employee whose services are required as a member of a voluntary organisation called upon by government or a competent authority to assist in fire-fighting, other emergency assistance, or auxiliary operations, or who responds to an appeal for volunteers for such assistance, will be granted paid leave for duration of operations plus an additional day for recovery.

Sporting leave

22.6 An Employee who participates as a competitor or accredited official in the Olympics or Commonwealth Games will be entitled to paid leave for the period of competition together with reasonable travel time. Participants in other international or interstate competitions will be entitled to unpaid leave. The entitlement to leave for these purposes is up to 20 days in a year of service and 14 days' notice will be given by the Employee along with documentary evidence.

Election leave

22.7 A candidate for Federal or State Parliament will be entitled to unpaid leave for all or part of the period between the close of nominations and the declaration of the poll, but may use annual or long service credits during such absence.

Cultural and religious leave

22.8 Up to three days unpaid leave will be granted for the purpose of cultural, ceremonial or religious observance, subject to the submission of a statutory declaration or other satisfactory evidence.

22.9 For Aboriginal and Torres Strait Islander Employees, this leave is in addition to paid cultural leave provided for in **clause 30**.

Special leave for additional purposes

22.10 The University may grant such other paid or unpaid leave on such terms and conditions as may be agreed with an Employee.

Relocation leave

22.11 An Employee required to perform all or the majority of duties at a campus or site other than the previous place of work will be entitled to up to two days paid leave to remove household goods where they relocate to a residence that is closer to the new workplace or, in the case of a commuter by public transport, more convenient for travel by public transport.

Industrial relations leave

22.12 Paid leave of up to five days per calendar year may be granted to an Employee to attend short courses or seminars on industrial relations or dispute resolution or national conference on the following conditions.

(a) That the University's operating requirements permit the granting of leave.

(b) That the scope, content and level of the short courses are such as to contribute to a better understanding of workplace employee relations.

(c) Leave at the Full Rate of Pay in excess of five working days and up to 10 working days may be granted to an Employee in any one calendar year subject to the total leave granted in that year and in the subsequent calendar year not exceeding 10 working days.

(d) Payment will be at the Full Rate of Pay excluding shift and other penalty payments, or overtime.

(e) The University will be provided with prior formal advice of the training course at least 10 working days before the commencement of the course. The formal advice must detail the duration of the course, the course outline and the venue of the course. This formal advice should accompany an application for leave by the Employee.

(f) Expenses associated with attendance at such courses or seminars e.g. fares, accommodation, meal costs and course materials will be met by the Employee concerned.

23. CHRISTMAS CLOSEDOWN

23.1 The days that are not holidays or granted in lieu of holidays during a period of closure of RMIT's premises between Christmas Day and New Year's Day (the **Christmas Closedown**) will be granted without loss of pay to Employees.

23.2 Where an Employee is required by the University to work during the Christmas Closedown, the supervisor and Employee will agree to an alternative day/s leave at the Full Rate of Pay, or some other mutually agreeable arrangement.

24. HOLIDAYS

24.1 An Employee (other than a Casual Employee) will be entitled to the following holidays without loss of pay:

(a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, King’s Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

(b) Where any day or days are gazetted in addition to or in substitution of any of the above-mentioned days by proclamation or Act of Federal or Victorian State Parliament, then that day or days will be observed as holidays without loss of pay.

(c) Provided that:

(i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

(ii) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.

(iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

24.2 The University and an Employee may agree to substitute another day for any day prescribed in this clause for any reason, including to observe religious or cultural occasions or like reasons of significance to the Employee, subject to the following:

(a) a maximum of one public holiday may be substituted per year, with the substitute day to be taken in the same calendar year;

(b) public holidays relating to Christmas Day, Boxing Day and New Year's Day, the period between Boxing Day and New Year's Day and Easter Tuesday may not be substituted;

(c) an Employee will have no entitlement to payment for the substitute day agreed under this clause unless the Employee remains employed at the time of the substituted day; and

(d) any such arrangement is recorded in writing and provided to the Employee.

PART E - ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

25. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT AND PARTICIPATION PRINCIPLES AT RMIT

25.1 The University recognises and respects the unique culture and inherent values of Indigenous Australian perspectives and participation to the University.

25.2 The University recognises the people of the Woi wurrung and Boon wurrung language groups as the traditional owners of the land on which the University stands and acknowledges the role and contributions of Elders past and present.

25.3 The University respects that employing Aboriginal and Torres Strait Islander employees is of benefit for all employees and our communities.

25.4 The University affirms that specific work rights attend to Aboriginal and Torres Islander employees as individuals, and as a collective.

25.5 The University creates a working environment that enables career advancement and professional development of Aboriginal and Torres Strait Islander people.

25.6 The University ensures that all employees have the opportunity to build cultural competence and participate in activities that drive responsible practice with Aboriginal and Torres Strait Islander people. The activities are in furtherance of RMIT's commitment to the success of Aboriginal and Torres Strait Islander learners, researchers, and professionals, and to advancing their self-determination.

25.7 The Aboriginal and Torres Strait Islander Employment Committee (**ATSIEC**) will continue to monitor, review and report on the University's commitments as it transitions through reconciliation to responsible practice, including but not limited to commitments related to the University's:

(a) enterprise agreements;

(b) policy environment; and

(c) Aboriginal and Torres Strait Islander Employment Plan 2023-2026 or its successor.

25.8 The University will maintain governance structures to ensure the broader goals related to Aboriginal and Torres Strait Islander employment are regularly monitored and reported.

25.9 The University will seek to embed a core understanding of Aboriginal and Torres Strait Islander cultural presence in its industrial and policy landscape, decision-making and planning processes and outcomes.

25.10 The University will ensure its policy environment creates a distinct positioning for Aboriginal and Torres Strait Islanders separate from the existing Diversity & Inclusion Framework and Equal Employment Opportunity policy frameworks.

25.11 The University will provide a culturally safe work environment for all Aboriginal and Torres Strait Islander employees where culture and heritage is acknowledged, and respected, as being core to their existence and wellbeing.

25.12 The University is committed to increasing the understanding of Aboriginal and Torres Strait Islander culture for all employees and creating a workforce committed to transitioning through reconciliation to responsible practice.

25.13 The University will strive to be an employer of choice for Aboriginal and Torres Strait Islander people, leading the sector in recruitment, retention and development.

25.14 All Aboriginal and Torres Strait Islander employees will receive the full support of the University through orientation, professional and career development and advancement.

26. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT COMMITTEE (ATSIEC)

26.1 The University is committed to improving the employment, retention and career progression outcomes for Aboriginal and Torres Strait Islander employees. Subject to the requirements set by this clause, this commitment will be implemented by the University in accordance with the Aboriginal and Torres Strait Islander Employment Plan (the **Plan**).

26.2 The role of the ATSIEC is to ensure that the appropriate employment culture and practices are in place to support the development and advancement of the careers of current Aboriginal and Torres Strait Islander employees and to increase the overall number of Aboriginal and Torres Strait Islander employees at the University.

26.3 ATSIEC will be responsible for the following:

(a) developing and implementing the Plan as it relates to employment, retention and advancement of Aboriginal and Torres Strait Islander employees;

(b) monitoring the University's progress to meeting the Aboriginal and Torres Strait Islander Employment Target as per **clause 27**, in addition to monitoring the implementation of the Plan and ensuring alignment to the University's workforce planning processes and priorities;

(c) monitoring employment targets, including pre-doctoral fellowships, and related retention and progression; and

(d) reporting through relevant governance framework results and progress on the University's implementation of the Aboriginal and Torres Strait Islander Policy and the Plan, in addition to reporting on the University's progress to meeting the Aboriginal and Torres Strait Islander Employment Target as per **clause 27**.

Composition & structure of the ATSIEC

26.4 The ATSIEC will be co-chaired by a member of the Vice-Chancellor's Executive (the **VCE member**) and the University's most Senior Aboriginal and Torres Strait Islander employee (who must hold an Executive level position).

26.5 Terms of reference, governance, reporting structure and membership will be developed and maintained by the ATSIEC.

26.6 The ATSIEC, although convened under this Agreement, may also work for the benefit of Aboriginal and Torres Strait Islander employees across other RMIT entities, and employment categories, and may include membership of employees not covered by this Agreement.

26.7 The ATSIEC will contain at least two members nominated by the NTEU (at least one of whom is an employee of RMIT, and one of whom is an Aboriginal and Torres Strait Islander).

26.8 The ATSIEC may invite other University employees and non-RMIT employees to participate in discussions as it deems appropriate.

26.9 The ATSIEC will contain at least two members nominated by the Aboriginal and Torres Strait Islander Employee Network (one Professional Employee and one Academic Employee).

26.10 The ATSIEC will enable 'structural' self-determination by ensuring a majority of members are Aboriginal and Torres Strait Islander employees.

27. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT TARGET

27.1 The University will apply best endeavours to increase its Aboriginal and Torres Strait Islander employment figures to 144 FTE Aboriginal and Torres Strait Islander Employees by 30 June 2027. This, based on the University's 2023 FTE workforce figures, is approximately equivalent to 2% of all RMIT staff. In addition, RMIT aims to be an employer of choice for Aboriginal and Torres Strait Islander employees. Therefore, RMIT intends to continually increase its number of Aboriginal and Torres Strait Islander employees and aspires to employ 216 FTE Aboriginal and Torres Strait Islander employees by 30 June2030. Based on RMIT's 2023 FTE workforce figures, this is approximately equivalent to 3% of all University staff. The NTEU commits to assisting the University in its endeavours to meet these targets. Where it appears that at any stage during the life of this Agreement that the targets set out in this clause are unlikely to be met, the parties will meet to discuss strategies, approaches and interventions which may be required and implemented to assist RMIT to meet the targets.

28. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEE STAFF NETWORK

28.1 The University recognises that Aboriginal and Torres Strait Islander employees bring specific knowledge and expertise which is often drawn upon by the University community.

28.2 The University recognises that Aboriginal and Torres Strait Islander self-determination is a collective right, and promotes an ability to gather, consult and provide direction on employment conditions that directly impact those employees as individuals and as a collective.

28.3 The University will facilitate an Aboriginal and Torres Strait Islander Staff Network to:

(a) engage with the wider University community for the advancement of RMIT and its Aboriginal and Torres Strait Islander employees and students;

(b) discuss the lived experience of Aboriginal and Torres Strait Islander employees at RMIT; and

(c) make recommendations and/or raise concerns to ATSIEC on Aboriginal and Torres Strait Islander employment matters to other areas of the University.

28.4 All University employees who are and have identified themselves to the University as Aboriginal and Torres Strait Islander will automatically be entitled to membership of this network.

28.5 The University recognises as part of each Aboriginal and Torres Strait Islander employee's workplan there will be a Workload allocation that acknowledges these contributions and will be supported by managers.

29. ABORIGINAL AND TORRES STRAIT ISLANDER EARLY ACADEMIC CAREER DEVELOPMENT

PhD students

29.1 If an Aboriginal and Torres Strait Islander student is enrolled in a Higher Degree by Research program, then they may be offered engagement as a Full-time Employee in Continuing Employment as a Level A Academic in their relevant discipline.

29.2 If the student is offered Full-time Employment but expresses a preference for Part-time Employment, then they shall be offered Part-time Employment with the right to convert to a full-time position upon the completion of their Higher Degree by Research.

29.3 Any Aboriginal and Torres Strait Islander PhD candidate appointed as an Academic Employee will be engaged to perform the normal range of teaching and administrative duties of a Level A Academic and be allowed adequate time towards completion of their PhD. Full and proper mentoring and support will be provided to each appointee under this provision.

Pre-Doctoral Fellows

29.4 The University will create Aboriginal and Torres Strait Islander Pre-doctoral Fellow (Research) positions which are Fixed-term Employment contracts for a period of up to four years.

29.5 Upon successful completion of their PhD, the Pre-doctoral Fellow will be entitled to apply for conversion to a continuing position. The Pre-doctoral Fellow will be converted to Continuing Employment as an Academic Employee if they have met the required standards of performance and conduct.

30. CULTURAL LEAVE PROVISIONS

30.1 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations.

30.2 These include but are not limited to preparing for and attending community business; National Aboriginal and Islander Observation Committee Week functions; National Sorry Day and/or other relevant cultural duties and events; and fulfilling ceremonial and community obligations.

30.3 Aboriginal and Torres Strait Islander Employees will be granted 10 days' paid leave per calendar year, non-cumulative, for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people.

30.4 Additional paid special leave may be approved by the University as agreed with the Employee.

PART F - ORGANISATIONAL CHANGE

31. DEFINITIONS

Effective Date means the date a decision comes into effect. There is no requirement for Effective Dates to be identical for different Employees who are affected by a single change.

Redeployment means the period during which the University attempts to transfer an Employee into a Suitable Alternate Position outside of the affected area after the Employee has received notice of Redundancy.

Redundancy or *redundant* is where a final decision has been taken that a position is no longer required. Only positions can be made redundant.

Retrenchment is where an Employee's employment is terminated at the initiative of the University on the grounds of redundancy.

Suitable Alternate Position means a position of the same classification and for which an Employee has the skills, experience and qualifications to perform either immediately or following a reasonable period of time.

32. CONSULTATION AND THE INTRODUCTION OF MAJOR CHANGE

Ongoing consultation

32.1 RMIT is committed to consulting directly with Employees and the NTEU about all matters pertaining to them and covered by this Agreement and policies affecting them.

32.2 Workplace issues will be discussed in a spirit of cooperation and trust to ensure that Employees and the NTEU not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues and influence organisational decision making. An Employee may, at any time, raise issues directly with their relevant University manager. The NTEU may, at any time, raise issues on behalf of Employees directly with the Chief People Officer or nominee.

32.3 All Employees are encouraged to participate in these processes and to use the various channels provided to have their say on issues of concern to them.

Major change consultation

32.4 The University will notify and consult the affected Employees (and their Representatives) and the NTEU on proposals to introduce major changes in the University's production, program, organisation, structure or technology that are likely to have significant effects on Employees.

32.5 For the purposes of this clause, RMIT will recognise a Representative appointed by an affected Employee.

32.6 For the purposes of this clause, 'significant effects' includes:

(a) termination of employment;

(b) major changes in the composition, operation or size of the University's workforce or in the skills required;

(c) any new outsourcing proposals involving work that is currently and actually undertaken by RMIT employees;

(d) elimination or diminution of job opportunities or job tenure;

(e) alteration of hours of work/regular rosters;

(f) the need for retraining or transfer of Employees to other work or locations; and/or,

(g) the restructuring of jobs.

32.7 Notification of and consultation around any proposed major change will occur as soon as practicable following the presentation of a formal proposal to Employees. Unless contrary to RMIT's statutory, financial or operational requirements necessitating a shorter duration for consultation, the minimum period for consultation will be two weeks.

32.8 The University will discuss the changes being considered, the effects the changes are likely to have on Employees and will give prompt consideration to matters raised by the Employees and the NTEU in relation to the changes, consistent with **clause 33.4**.

32.9 For the purposes of such discussions, the University will provide in writing to the all Employees affected and the NTEU, all relevant material and information about the changes including but not limited to the rationale for the changes proposed; the expected effects of the changes on Employees including the impact of staffing and workload changes; strategies for maintaining sustainable workloads and any other matters likely to affect Employees, provided that the University will not be required to disclose confidential information, the disclosure of which would be inimical to the University's interests.

32.10 Where the change proposed is a change to the Employees' regular roster or ordinary hours of work, the University will:

(a) provide information to the Employees about the change;

(b) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(c) consider any views given by the Employees about the impact of the change.

32.11 In the event of organisational change:

(a) RMIT will make reasonable endeavours to fill vacant positions created as a result of organisational change as soon as practicable, taking into account RMIT's operational needs and the nature of organisational change; and

(b) Professional staff managers will, with each Professional Employee, review and, if necessary, adjust each Professional Employee's annual workplan to ensure compliance with **clause 52.14**. The review will occur as soon as reasonably practicable after the relevant organisational change or changes have been implemented.

33. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

33.1 This clause applies to Continuing Employees. Retrenchment may only occur in accordance with this clause.

33.2 An Employee may be represented by a Representative during the Redundancy, Redeployment and Retrenchment process.

Grounds for Redundancy

33.3 The University may make Redundant one or more position(s) for reasons of an economic, technological, structural or similar nature, including:

(a) a decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;

(b) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;

(c) financial necessity within an organisational unit or cost centre; or

(d) changes in technology or work methods.

Security of employment

33.4 RMIT acknowledges that security of employment is an important issue for Employees. RMIT is committed to pursuing all reasonable measures to avoid Retrenchment. Where possible, it will pursue the options of retraining, natural attrition, voluntary separations, Fixed-term retirement contracts, leave without pay, voluntary conversion to Part-time Employment, long service leave, or transfer before proceeding with forced Retrenchments as a last resort. The University will ensure that Employees and the NTEU are consulted and provided adequate notice in accordance with **clauses 32** and **33**.

Transition to new structure

33.5 Once the University has made a final decision to introduce a change that makes existing roles Redundant, the University will:

(a) transfer the affected Employee within the affected area to an available Suitable Alternate Position; or, if there is no available Suitable Alternate Position in the affected area,

(b) attempt to Redeploy the affected Employee,

in line with the below process.

Transfer within the affected area

33.6 Where an Employee's position will be made Redundant and a Suitable Alternate Position exists within the affected area, the University will transfer the Employee to the Suitable Alternate Position on the Effective Date.

33.7 Notwithstanding **clause 33.6**, where more than one Employee could be transferred to an identified Suitable Alternate Position in the affected area, the University will conduct a fair and transparent process in determining how to fill the position.

33.8 If an Employee is transferred to a Suitable Alternate Position, the Employee will not enter Redeployment.

33.9 Where the University is unable to transfer the Employee to a Suitable Alternate Position within the affected area then the Employee will enter Redeployment.

Notice and Redeployment

33.10 On the Effective Date, which will be provided in writing, the Employee will be given 26 weeks' notice of termination of employment. During the notice period, the Employee will be in Redeployment.

33.11 During Redeployment, an Employee will be entitled to work out their notice and will not be required to take payment in lieu of notice during this period. The University will have the option to require the Employee to work from home during the notice period. An Employee may apply to be Retrenched in accordance with **clause 33.14**.

33.12 If, during Redeployment, there are suitable duties for the Employee to undertake, the University will use its best efforts to allow this to occur. This may be either work the Employee has been engaged in previously or work designed to retrain the Employee.

33.13 During Redeployment, the University, taking into account the relevant skills, experience and work preferences of the Employee, will offer to transfer the Employee to a Suitable Alternate Position, where such a position is available. In doing so, the University will also:

(a) examine options for retraining;

(b) allow the Employee to express interest in positions at a lower classification level anywhere in the University;

(c) arrange counselling for the Employee as required;

(d) monitor all vacancies within the University;

(e) consult with any Representative of the Employee regarding items in this **clause 33.13**; and,

(f) provide the Employee with all relevant details regarding the items in this sub-clause.

33.14 During the Redeployment, the Employee will be entitled:

(a) to apply to be Retrenched;

(b) to receive time off, without loss of pay, to attend job interviews or other job search activities, subject to provision by the Employee of documentary evidence of the activity; and

(c) to appropriate outplacement support.

33.15 Where the Employee accepts an offer to be transferred to a Suitable Alternate Position, the Redeployment process will cease, and employment will continue.

33.16 Where the Employee unreasonably rejects an offer to be transferred to a Suitable Alternate Position, the Redeployment process will cease, and employment will terminate immediately. The Employee will only be entitled to:

(a) payment in lieu of notice in accordance with the NES; and,

(b) severance entitlements in accordance with **TABLE 33.1.**

TABLE 33.1- SEVERANCE ENTITLEMENTS

Employee's period of continuous service	Severance benefit
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

33.17 If, at the end of the Redeployment period, the Employee has not been employed in a new role, the Employee will be Retrenched.

Retrenchment

33.18 An Employee who is Retrenched is entitled to:

(a) payment in lieu of any un-worked portion of the Redeployment notice period prescribed in **clause 33.10**;

(b) a severance payment calculated at three weeks' pay for each completed year of continuous service to a maximum of 48 weeks' pay; and

(c) payment on a pro-rata basis for long service leave regardless of length of service.

33.19 All payments under this clause will be calculated on the Employee's substantive salary, which consists of the base rate of pay calculated at the Employee's regular time fraction, plus any unconditional loadings, at the date of Retrenchment.

General rules for Redundancy

33.20 If an Employee is Redeployed to a continuing position elsewhere in the University (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of their position being surplus to requirements and, as a consequence, it is not reasonably practicable for the Employee to remain in their existing residence, the Employee will be entitled to reimbursement of reasonable expenses associated with moving household to a new locality.

33.21 Academic Employees will be reimbursed reasonable costs and charges as determined by the Vice-Chancellor, associated with a program of retraining as an agreed measure to mitigate the effects of their position being surplus.

33.22 If, during Redeployment, a Professional Employee accepts an offer of a position at a classification level lower than their previous substantive classification level, they will receive salary maintenance at their previous substantive classification level for a period of:

(a) six months if the Employee is under 45 years of age; or

(b) 12 months if the Employee is 45 years of age or over at the date of their transfer to a lower level position.

Following the relevant period, the Employee will be paid at the rate of pay applicable to the new position into which they have been transferred.

Preserved severance calculation

33.23 Any Professional Employee who was employed at RMIT prior to 3 July 2014, and has been employed continuously since, will have a redundancy calculation generated using the redundancy provisions (**clause 50.4**) of the *Royal Melbourne Institute of Technology Academic and Professional Staff Union Collective Agreement 2010* (**Preserved Calculation**), as of that date.

33.24 The Preserved Calculation will not need to be generated until such time that the relevant Employee's position is identified for Redundancy.

33.25 Any Professional Employee who is notified that they will be commencing Redeployment on the Effective Date may opt to either:

(a) participate in the Redeployment and Retrenchment process set out in this Agreement; or

(b) exit on the Effective Date and be paid their Preserved Calculation.

Redundancy review

33.26 An Employee may apply to the Vice-Chancellor for a review of the decision to declare their role Redundant. The review will consider if:

(a) the Redundancy selection criteria utilised were fair and objective;

(b) consultation requirements were met; and/or

(c) whether transfer to a Suitable Alternate Position, within the affected area, was properly explored.

This application will not delay any Redeployment process.

33.27 An application for review must:

(a) contain all relevant documentation relied upon by the Employee;

(b) be made to the Vice-Chancellor within ten working days of the Effective Date as set out in **clause 33.10**; and

(c) indicate if they wish the review to be conducted in accordance with **clause 33.34**.

33.28 An Independent Reviewer or an Independent Review Panel will conduct the review, as applicable. The Independent Reviewer will be selected from a panel of Independent Reviewers agreed between the University and the NTEU.

33.29 Subject to **clause 33.30**, reviews must be dealt with on the papers by an Independent Reviewer.

33.30 During the review process, the Independent Reviewer may, at their absolute discretion, make any inquiries they consider necessary.

33.31 The Employee may be represented throughout the review process by a Representative.

33.32 The Independent Reviewer will make a determination and communicate it to the Vice- Chancellor within 20 working days of the application being received.

33.33 If the Independent Reviewer determines that the University did not act according to all of the principles outlined in **clause 33.26**, the matter will be referred to the Vice-Chancellor for a decision as to the appropriate further course of action. The Vice-Chancellor must take into account the findings of the Independent Reviewer.

Request to form an Independent Review Panel

33.34 Where requested by the Employee, the Review will be conducted by an Independent Review Panel made up of:

(a) The Independent Reviewer (Chair);

(b) A nominee of the NTEU, who is an Employee of the University; and

(c) A nominee of the University, who is an Employee of the University.

33.35 Where an Employee elects for an Independent Review Panel to be formed, the Independent Review Panel will have the same rights and obligations as an Independent Reviewer, and will carry out the review in accordance with the process outlined at **clauses 33.28** to **33.33**.

PART G - RETIREMENT AND ILL HEALTH RETIREMENT

34. VOLUNTARY EARLY RETIREMENT

34.1 Invitations for Employees to apply for voluntary early retirement may be made to Continuing Employees who are within two years of reaching their superannuation preservation age. The superannuation preservation age is the age at which an Employee can gain access to the preserved benefits in their superannuation fund.

34.2 The benefit payable to Employees whose application for early retirement is approved will be a lump sum of a minimum of two weeks' salary for each year of service, with a maximum payment of 52 weeks' salary. This benefit will be in addition to the Employee's other entitlements on retirement.

34.3 Employees who are eligible will be invited to apply for early retirement under the scheme. Any Employee who wishes to do so will apply for early retirement to the Relevant Delegated Authority designated by the University. The University, through the Relevant Delegated Authority, will have the discretion to decide whether or not it will approve the application having regard to the staffing needs of the University.

34.4 Notwithstanding anything above, the University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with this clause provided that any lump sum benefit will be calculated at a minimum rate of two weeks' salary for each year of service, but with no obligation upon the University to pay beyond a maximum of 52 weeks' salary.

35. TERMINATION OF EMPLOYMENT ON GROUNDS OF ILL HEALTH

Requirement to undergo Independent Medical Examination

35.1 Any Employee whose capacity to safely perform the inherent requirements of their role is in doubt may be required, by the Relevant Delegated Authority, to undergo an Independent Medical Examination (**IME**). The IME shall be carried out by a medical practitioner selected by the University to determine the Employee's fitness to carry out their duties and other matters relevant to their employment; i.e. reasonable adjustments. The Relevant Delegated Authority shall provide written notice of not more than one month that the medical examination is required. The cost of such examination shall be borne by the University.

Application to Superannuation fund insurance

35.2 If the Employee elects to apply to their superannuation fund for a temporary disability benefit prior to the date of the proposed IME, the requirement to attend the IME will be placed on hold until a decision on the application has been made by the superannuation fund.

35.3 Where the superannuation fund accepts the claim for temporary disability benefits, the direction to attend an IME will be withdrawn until the accepted claim ceases.

35.4 Where the superannuation fund rejects the application, the Employee must submit to an IME.

Independent Medical Examination

35.5 To assist the medical practitioner in making an assessment, the University or the Relevant Delegated Authority will provide the following:

(a) a briefing explaining the circumstances leading to the University's request for an IME;

(b) an outline of the Employee's role and responsibilities within the University; and

(c) any other information the University considers relevant in assisting the medical practitioner in making an assessment.

35.6 In the event that the Employee has more than one medical condition or where the precise nature of any condition is unclear, and so as to ensure that the University has a comprehensive medical assessment, the University or the Relevant Delegated Authority may:

(a) refer the Employee to a separate medical practitioner for each condition; and

(b) make each medical practitioner aware of the various medical conditions and referrals that have been made.

Where appropriate, the Employee will provide consent for information to be shared among the relevant medical practitioners.

35.7 The Employee will provide consent to the medical practitioner, for a copy of the medical report prepared by the medical practitioner to be made available to the Relevant Delegated Authority, and the Employee's treating medical practitioner.

35.8 If the IME reveals that the Academic Employee is unable to safely perform the inherent requirements of their role and is unlikely to be able to resume them within twelve months, the Relevant Delegated Authority may terminate the employment of the Academic Employee with six months' notice.

35.9 If the IME reveals that the Professional Employee is unable to safely perform the inherent requirements of their role and is unlikely to be able to resume them within six months, the Relevant Delegated Authority may terminate the employment of the Professional Employee with three months' notice.

35.10 If the Employee disagrees with the outcomes of the IME, the Employee shall have the right to furnish a second medical assessment from a suitably qualified medical specialist, at their own expense.

35.11 Where the assessments provide no clear indication of appropriate action, either the Employee or the University may refer the matter to the FWC for conciliation only. The FWC may produce a recommendation on an appropriate course of action for the University.

35.12 A decision will then be made by the Relevant Delegated Authority that takes into consideration all relevant medical assessments and any recommendation(s) made by the FWC.

35.13 Prior to taking action to terminate the employment of an Employee, the Relevant Delegated Authority may offer the Employee the opportunity to resign, which the University will accept and not proceed with action to terminate employment.

Other matters

35.14 These provisions will not displace or override any existing workers' compensation schemes, including WorkCover, or the provisions contained in any workers' compensation legislation that may be enacted.

35.15 The Relevant Delegated Authority may construe repeated failures, or a refusal, by an Employee to undergo an IME in accordance with this clause as prima facie evidence that such an IME would have found that the Employee is unable to perform their duties and is unlikely to be able to resume them within the period set out in **clauses 35.8** or **35.9** as applicable, and may act accordingly; provided that such a refusal by an Employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

PART H - UNSATISFACTORY PERFORMANCE, MISCONDUCT AND SERIOUS MISCONDUCT

Definitions

Unsatisfactory Performance means instances where the Employee's performance and/or behaviour is not meeting the standard required by the University.

Misconduct means unsatisfactory conduct or behaviour which may include but is not limited to a failure to comply with University policy including the Code of Conduct, procedure, or lawful and reasonable instructions.

Serious Misconduct means Misconduct that is:

(a) Wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment, including repeat examples of misconduct;

(b) Serious misbehaviour that constitutes a serious impediment to the carrying out of an Employee's duties or to their colleagues or students in carrying out their duties/studies; or

(c) Conduct that causes serious and imminent risk to:

(i) the health or safety of a person; or

(ii) the reputation, viability or profitability of the University.

Disciplinary Action means action to discipline an Employee for Unsatisfactory Performance, Misconduct or Serious Misconduct and can include, but is not limited to, one or more of the following:

(a) Formal warning;

(b) Demotion by one or more classification levels;

(c) Demotion by one or more increments; or

(d) Termination of employment.

Purpose

This Part reflects the University's aim to build performance capability within its workforce and support its Employees to address performance and conduct issues as they arise. This section sets out the various ways in which the University may manage Unsatisfactory Performance, Misconduct or Serious Misconduct.

Application

This Part does not apply to an Employee during the first six months of their employment, the management of Unsatisfactory Performance of Employees during a probationary period, or to Casual Employees.

36. PRINCIPLES RELATING TO DISCIPLINARY ACTION

This Part in no way constrains managers from raising performance concerns with an Employee in order to informally address such concerns by early intervention which may include counselling or a verbal warning to an Employee regarding their performance or behaviour.

36.1 Principles relating to Disciplinary Action:

(a) The guiding principle for Disciplinary Action is to correct behaviour or improve performance to a satisfactory level.

(b) Disciplinary Action will be fair and equitable.

(c) The University will endeavour to deal with Unsatisfactory Performance, Misconduct or Serious Misconduct as expeditiously as possible. Where an Employee fails or refuses to participate in the relevant procedure without reasonable cause, it will not delay the proceedings.

(d) This clause exhaustively covers the subject matter concerned and is to the complete exclusion of the legislation establishing RMIT.

(e) The University acknowledges the right of an Employee to choose to be accompanied by a Support Person, or to be represented by their chosen Representative, through any process that may lead to Disciplinary Action.

(f) All intermediate steps and decisions taken in accordance with this Part are final and may not be challenged via the Dispute Settling Procedure at **clause 5** of this Agreement.

(g) When a matter involving an Employee is resolved, any records kept will not be used in determining the occurrence of Unsatisfactory Performance, Misconduct or Serious Misconduct in future disciplinary cases against that Employee. The details of the resolution may be used in determining the nature of any Disciplinary Action taken against the Employee in future matters.

(h) Nothing in this Agreement will be construed as excluding the jurisdiction of any external court or tribunal which, but for this Agreement, would be competent to deal with the matter.

(i) If the Disciplinary Action to be taken is termination of employment, the Employee will be given the amount of notice as specified in the Employee's contract of employment or an amount of notice in accordance with the FW Act, whichever is greater. The University, at its discretion, may provide payment or part payment in lieu of notice.

(j) If the Disciplinary Action to be taken is termination of employment due to Serious Misconduct, the Employee will not receive notice or payment in lieu.

(k) In cases involving Misconduct of an Academic Employee that is not Serious Misconduct, Disciplinary Action will not include termination.

(l) Nothing in this Agreement will limit the right of an Academic Employee who has been demoted by a classification level, from appealing that decision in accordance with **clause 40** of this Agreement.

(m) Disciplinary Action taken due to Unsatisfactory Performance, Misconduct or Serious Misconduct must be taken in accordance with this Part. Nothing in this Part prevents the University from taking action where the action is taken for a reason other than to discipline the Employee.

(n) In the event that an Employee resigns, proceedings under this clause will lapse. This clause in no way constrains RMIT from carrying out other or further investigations relating to the consequences of conduct of an Employee or former Employee when required to meet legislative or regulatory obligations, in the public interest.

37. DISCIPLINARY ACTION

37.1 If Disciplinary Action is proposed which does not include termination of employment, the following process will apply.

(a) The Employee will be advised in writing of the Unsatisfactory Performance, Misconduct or Serious Misconduct including:

(i) the proposed form of Disciplinary Action;

(ii) the reason for the Disciplinary Action; and

(iii) the proposed date the Disciplinary Action is to take effect.

(b) The Employee will be given an opportunity to respond in writing to the proposed Disciplinary Action, including providing details of any mitigating circumstances, within five working days.

(c) lf, after considering the Employee's response, the manager decides not to proceed with Disciplinary Action, the Employee will be informed of this in writing and no further action will be taken.

(d) lf, after considering the Employee's response, the manager decides that Disciplinary Action remains appropriate, the manager will:

(i) decide on the form of Disciplinary Action; and

(ii) notify the Employee in writing of the Disciplinary Action to be taken, and the date the Disciplinary Action is to take effect.

37.2 Where the Disciplinary Action proposed is termination of employment, the following process will apply.

(a) The manager will provide a written report to the Relevant Senior Officer which specifies the Unsatisfactory Performance, Misconduct or Serious Misconduct and the proposed Disciplinary Action.

(b) If the Relevant Senior Officer is not satisfied that termination of employment is appropriate, the process in **clause 37.1** will apply.

(c) If the Relevant Senior Officer is satisfied that termination of employment is warranted, they will inform the Employee in writing of the proposed termination of employment and the reason for the proposed termination.

37.3 The Employee will be given the opportunity to respond in writing to the proposed termination of employment, including providing details of any mitigating circumstances within 10 working days.

37.4 After considering any response provided by the Employee, the Relevant Senior Officer will notify the Employee of the Disciplinary Action to be taken, if any, and the date the Disciplinary Action is to take effect.

38. UNSATISFACTORY PERFORMANCE

38.1 Where there is a concern that an Employee's performance is not meeting expectations, the relevant manager will take all reasonable steps to support the correction of the Unsatisfactory Performance by using early intervention measures where practicable. This will typically be through jointly

exploring with the Employee the reasons for Unsatisfactory Performance and possible measures to address the identified issues, as appropriate. This may include guidance, counselling, coaching, personal development, professional development and/or appropriate alternate work allocations to address the Unsatisfactory Performance issues, and may be documented at the discretion of the manager.

38.2 Where the manager believes that the process in **clause 38.1** has resulted in an improvement to satisfactory performance, the Employee will be advised of this in writing and the process will cease provided that the Employee continues to maintain satisfactory performance.

38.3 Where utilisation of an early intervention measure is not reasonably possible or appropriate, or the process in **clause 38.1** is unsuccessful or there is a recurrence of similar Unsatisfactory Performance within a six-month period, the manager will commence a formal performance management process. This may involve a Performance Improvement Plan (**PIP**) which, if used, is to be provided to the Employee and include the following details:

(a) when the PIP is to commence;

(b) the duration of the PIP, including the timeframe in which improvement to satisfactory performance is expected;

(c) the areas of improvement required; and

(d) the training and/or support to be provided to the Employee.

38.4 The manager will assist the Employee by making necessary arrangements for any agreed support, training, and coaching to be provided to help the Employee to achieve satisfactory performance within the required timeframe.

38.5 The manager and the Employee will meet regularly throughout the specified timeframe to review progress and provide feedback.

38.6 If the Employee's performance does not improve to the required standard in the timeframe provided, Disciplinary Action may be taken in accordance with **clause 37**.

39. MISCONDUCT/SERIOUS MISCONDUCT

39.1 Subject to **clause 39.2** below, the relevant manager will make all reasonable efforts to address concerns in relation to the conduct of an Employee through reasonable managerial assistance or interventions including, but not limited to, a preliminary review, guidance, counselling/warning, coaching, transfer to a different position or location, professional development and/or appropriate work allocations, as is appropriate in the circumstances.

39.2 Where reasonable managerial assistance or interventions under **clause 39.1** do not resolve the matter, or are considered inappropriate in the circumstance having regard to the nature of the concerns, the University may determine that it is necessary for the matter to be the subject of formal allegations, in which case the Employee will be:

(a) provided with formal allegations in writing which specify the alleged Misconduct or Serious Misconduct engaged in by the Employee, including details of the allegation(s) and whether they are considered to be Serious Misconduct; and

(b) given not less than 10 working days to provide a written response to the allegation(s).

39.3 In addition to the process in **clause 39.2**, the University may initiate a formal workplace investigation, or undertake other types of enquiries into the conduct of an Employee if it considers it appropriate to do so.

39.4 Where the University elects to undertake a workplace investigation in accordance with **clause 39.3**:

(a) the investigator may be an internal or external person or body;

(b) the investigation will be conducted as quickly as reasonably possible, noting that timing will be impacted by the size and complexity of the situation and the availability of key parties and witnesses;

(c) the investigation will be procedurally fair though this will not extend to a requirement to present the Employee subject to the investigation with all evidence obtained by the investigator; and

(d) the findings of the investigation will be provided in writing to the Relevant Senior Officer. The investigator will provide findings of fact in relation to the conduct or determine that there is insufficient evidence available to make a finding.

39.5 The Relevant Senior Officer will consider the Employee's written response, if any, to the allegations, as well as the findings of the workplace investigation (if applicable), when determining whether:

(a) there has been no Misconduct or Serious Misconduct, and no further action under **clause 39** will be taken; or

(b) the Employee has engaged in Misconduct or Serious Misconduct, and the form of Disciplinary Action that is warranted.

39.6 The Employee will be informed in writing of the determination of the Relevant Senior Officer and the process in **clause 37** will apply.

Suspension

39.7 Where an allegation of Misconduct or Serious Misconduct has been made against an Employee, the Relevant Senior Officer may, at any stage during the procedures under this clause, suspend the Employee with pay until the conclusion of the matter.

39.8 During any period of suspension, the Employee will be excluded from the University, but will be permitted reasonable access to the University to prepare their case and to collect personal property.

39.9 Where an Employee has been suspended, the Employee is required to remain available during their normal working hours to participate in the investigation and/or respond to lawful and reasonable directions from RMIT regarding their employment.

40. APPEALS

40.1 Where the Relevant Senior Officer informs an Employee, pursuant to **clause 37**, that the Disciplinary Action to be taken against the Employee is termination of the Employee's employment, the Employee is entitled to apply to the Vice-Chancellor for a review of the decision to terminate their employment on the grounds of:

(a) new information not previously available to the Employee;

(b) lack of procedural fairness; and/or

(c) the disciplinary action taken is a disproportionate penalty in the circumstances.

40.2 An Employee who intends to appeal a decision pursuant to **clause 40.1**, must:

(a) notify RMIT that they are appealing within five working days, at which time they must indicate if they wish the appeal to be conducted in accordance with **clause 40.14**; and,

(b) submit the appeal within 10 working days of being notified of the decision to terminate their employment.

40.3 The appeal must:

(a) be made to the Vice-Chancellor; and

(b) contain all relevant documentation relied upon by the Employee.

40.4 Subject to **clause 40.5**, appeals must be dealt with by way of a review on the papers before an Independent Reviewer. The Employee is entitled to a Representative to assist them at any point during the appeal process.

40.5 During the appeal process, the Independent Reviewer may, at their absolute discretion, make any inquiries they consider necessary.

40.6 At the conclusion of their inquiries, the Independent Reviewer will issue a written report, containing recommendations, to the Vice-Chancellor and the Employee making the appeal.

40.7 Upon consideration of the recommendations, the Vice-Chancellor, or Relevant Delegated Authority, will make a determination on the appeal and communicate their decision to the Employee and the Relevant Senior Officer.

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

40.9 All parties, including the Employee, the Independent Reviewer and members of the Independent Review Panel, are required to keep the appeal, and details of the appeal, confidential until the appeal is complete.

40.10 An Employee whose employment is terminated for reasons of Unsatisfactory Performance, Misconduct, or Serious Misconduct retains the right to appeal under **clause 40** notwithstanding the termination of their employment.

Independent Reviewer

40.11 The Independent Reviewer is a person, appropriate to the circumstances, appointed by the Vice-Chancellor, or Relevant Delegated Authority, by agreement with the NTEU prior to appointment. The Independent Reviewer will not be an Employee of RMIT. The NTEU will not unreasonably withhold agreement.

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

40.13 The Independent Reviewer must act fairly and impartially.

Request to form an Independent Review Panel

40.14 Where requested by the Employee, the Appeal will be conducted by an Independent Review Panel made up of:

(a) the Independent Reviewer (Chair);

(b) a nominee of the NTEU, who is an employee of RMIT; and

(c) a nominee of RMIT, who is an employee of RMIT.

40.15 Where an Employee elects for an Independent Review Panel to be formed, the Independent Review Panel will have the same rights and obligations as an Independent Reviewer, and will carry out the review in accordance with the process outlined at **clauses 40.4** to **40.13**.

PART I - INTELLECTUAL AND ACADEMIC FREEDOM

41. INTRODUCTION

41.1 The parties to this Agreement recognise that academic freedom is both a defining feature of and fundamental to the operation of RMIT.

41.2 This clause sets out RMIT's commitment to and protection of intellectual freedom, academic freedom and freedom of speech.

42. DEFINITIONS

42.1 For the avoidance of doubt, for the purpose of this clause, "Academic Employees" includes Casual Academic Employees.

42.2 For the purpose of the Agreement:

(a) "intellectual freedom" means the rights related to academic freedom, freedom of speech and freedom of opinion and association, as set out in below **subclause 42.2(b),(c)** and **(d)**, that are protected by RMIT;

(b) "academic freedom" means:

(i) the freedom of Academic Employees to teach, discuss, and research and to disseminate and publish the results of their research, including via publication, performance and exhibition; and

(ii) 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 and research;

(c) "freedom of speech" means the freedom of all Employees to make lawful public comment on any issue in their personal capacity, provided they do not associate themselves with RMIT when doing so. This includes all forms of expressive conduct – including oral and written speech, and creative works and activity, whether communicated in person or via social media;

(d) "freedom of opinion and association" means the freedom of all Employees to express their opinions in relation to RMIT inclusive of operations, management and governance and higher education issues generally, and to participate in representative, professional or academic bodies.

42.3 In exercising intellectual freedom all Employees must:

(a) have due regard to the need for reasoned argument, discourse, critique and debate in order to further a positive intellectual culture;

(b) respect the rights of others to express and exchange views;

(c) not engage in, and comply with laws regarding, bullying, harassment, unlawful discrimination and/or vilification;

(d) not engage in behaviour which a reasonable person would regard, in the circumstances, as:

(i) likely to humiliate or intimidate other persons, and

(ii) intended to have either, or both of those effects;

(e) not breach obligations:

(i) regarding confidentiality of:

(A) "personal information" within the meaning of applicable privacy legislation of any other persons, including but not limited to personal information provided as part of a complaint or investigation process;

(B) commercial-in-confidence information;

(C) information, the disclosure of which would breach, or be likely to breach, RMIT's obligations to any third parties;

(D) information, the disclosure of which would breach, or be likely to breach, RMIT's intellectual property rights or obligations, or which would prejudice RMIT's ability to obtain intellectual property protection in respect of discoveries or inventions, including patent protection;

(ii) to comply with regulatory requirements (including regarding ethics, research integrity, accreditation requirements);

(iii) to comply with any reasonably proportionate direction given by RMIT requiring confidentiality to be maintained, where the direction is given to protect the integrity of a formal investigation or disciplinary process. The direction may include keeping confidential the existence of such a process where this is reasonably necessary in the circumstances;

(f) comply with their obligations regarding workplace and occupational health and safety, including psychosocial safety as well as physical damage or injury; and

(g) acknowledge that in the furtherance of its teaching, learning and research objectives, the University benefits from a diversity of views being voiced and contested. Employees must recognise that others may have differing opinions in the context of a robust exchange of views. These provisions do not extend to a duty to protect any person from feeling offended, shocked or insulted by the legitimate exercise of intellectual freedom in accordance with this Agreement.

42.4 When exercising academic freedom, Academic Employees are expected to act in good faith, in accordance with their own professional judgement and broad scholarly standards.

43. PROTECTION OF INTELLECTUAL FREEDOM

43.1 All Academic Employees are entitled to exercise academic freedom in accordance with this Agreement.

43.2 All Employees are entitled to exercise freedom of speech and freedom of opinion and association in accordance with this Agreement.

43.3 A valid exercise of intellectual freedom in accordance with this clause will not constitute Misconduct or Serious Misconduct under this Agreement, or under any policy, procedure or Code of Conduct or contract of employment, nor will it attract any penalty or adverse action. This is notwithstanding

anything else in this Agreement, a contract of employment, or RMIT policy (including the Code of Conduct).

43.4 These clauses do not prevent RMIT from assessing an Employee's quality of work, for example at probation, promotion, progress discussions or discussions regarding research standards and research misconduct.

PART J - UNION-AND DELEGATE RELATED MATTERS

44. UNION RIGHTS

Union facilities and representational rights

44.1 RMIT recognises the role of the NTEU as a party to this Agreement and as the primary convener of union matters at the University.

44.2 RMIT will, within 7 days of the Commencement Date, issue to the NTEU a letter setting out time release arrangements for the RMIT NTEU branch president and suitable office space during the life of the Agreement and until the Agreement is replaced. The parties agree that the letter does not form part of this Agreement.

44A WORKPLACE DELEGATES

44A.1 For the purposes of this clause:

(a) *workplace delegate* has the same meaning as under the FW Act; and

(b) *Eligible Employee* means an Employee who is a member, or is eligible to be a member, of the NTEU.

44A.2 Before exercising entitlements under this clause, an Employee who is a workplace delegate of the NTEU must give RMIT written notice of their appointment or election as a workplace delegate. If requested, the Employee must provide RMIT with evidence that would satisfy a reasonable person of their appointment or election as a workplace delegate.

44A.3 An Employee who ceases to be a workplace delegate of the NTEU must give written notice to RMIT within 14 days.

44A.4 An Employee who is a workplace delegate of the NTEU is entitled to reasonable access to and use of:

(a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and Eligible Employees;

(b) a physical or electronic noticeboard;

(c) electronic means of communication ordinarily used in the workplace by RMIT to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi; and

(d) office facilities and equipment including printers, scanners and photocopiers,

except when:

(e) the Employee's workplace does not have the facility; or

(f) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(g) RMIT does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

44A.5 A workplace delegate of the NTEU is entitled to reasonable communication with Eligible Employees:

(a) for the purpose of representing their industrial interests under **clause 44A.6**. This includes discussing membership of the NTEU and representation with Eligible Employees; and

(b) during working hours or work breaks, or before or after work.

44A.6 An Employee who is a workplace delegate of the NTEU will be allowed reasonable time during working hours to represent the industrial interests of Eligible Employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate of the NTEU has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the workplace delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an enterprise agreement or policy of RMIT under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

Leave

44A.7 An Employee who is a workplace delegate is entitled to access paid leave for training related to representation of the industrial interests of Eligible Employees in accordance with the applicable modern award. Any such leave taken under **clause 22.12** constitutes leave for the purposes of the entitlement under this **clause 44A.7** and the entitlement to leave under this **clause 44A.7** is reduced accordingly when leave under **clause 22.12** is taken.

Exercise of delegates' activities

44A.8 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(c) comply with their duties and obligations as an Employee;

(d) comply with the reasonable policies and procedures of RMIT, including the Code of Conduct and requirements in relation to occupational health and safety and acceptable issue of ICT resources;

(e) not hinder, obstruct or prevent the normal performance of work; and

(f) not hinder, obstruct or prevent employees exercising their rights to freedom of association.

44A.9 Nothing in this clause requires RMIT to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.

44A.10 Nothing in this clause requires an Eligible Employee to be represented by a workplace delegate without the Eligible Employee's agreement.

Engaging with workplace delegates

44A.11 RMIT must not:

(g) unreasonably fail or refuse to deal with a workplace delegate; or

(h) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(i) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or this clause.

CHAPTER TWO

PART A - ACADEMIC EMPLOYMENT

45. BEING AN ACADEMIC EMPLOYEE AT RMIT

Academic Employee employment arrangements

45.1 Academic Employees are entitled to pursue a diverse range of career options in line with the University's strategic goals. The career options will incorporate the domains of:

(a) Engagement;

(b) Teaching; and

(c) Research.

45.2 Academic Employees are also entitled to consult, subject to RMIT's policy on Conflict of Interest, outside the University, and to engage in non-teaching work related to the development of their professional experience.

45.3 An Academic Employee will contribute to:

(a) internal and external engagement activities, scholarship and research, professional and community service activities;

(b) educating students to contribute creatively, critically and responsibly to their professions, vocations, employers and the community in an international and local context;

(c) the academic teaching and learning program, including preparation, marking and student consultation; and

(d) the administration and management of a School, Department, academic organisational unit or other organisational unit and/or an interdisciplinary area.

45.4 The specific duties of an Academic Employee will vary from time to time but should be consistent with the Minimum Standards for Academic Levels (**MSALs**) located in **clause 49** and the academic activities and related provisions of this clause.

45.5 Academic Employees will at all times:

(a) perform their duties diligently and honestly;

(b) provide a duty of care to their students; and

(c) act in a manner that ensures the efficient and effective expenditure of University funds.

Principles of academic resourcing, availability and travel

45.6 The University will provide the facilities, office space, technical systems and services necessary for all Academic Employees to fulfil their responsibilities of engagement, teaching and research.

45.7 The nature of academic work and the needs of the University community require Academic Employees to:

(a) spend a significant period of their working time on campus in order to teach, conduct research, advise students, and attend meetings concerned with teaching and learning, research and organisation;

(b) advise students of times when they are available for student consultation and use communication technology for distance education students;

(c) be away from their designated campus/es for many reasons, including research, conferences, and consultation with government, industry, commerce, and the community; and

(d) advise their supervisor of their availability and contact details and where practicable to be contactable when not on campus.

45.8 RMIT acknowledges that it may be necessary for Academic Employees to travel interstate and/or overseas to undertake duties of Engagement, Research and/or Teaching. When an Academic Employee is required by the University to travel for teaching purposes, the University will:

(a) pay for reasonable and required costs associated with travel;

(b) allow Academic Employees reasonable time to recover from that travel before commencing teaching;

(c) work with Academic Employees to ensure so far as reasonably practicable that travel, destinations and places of business are safe and without risks to health; and

(d) ensure so far as practical, that the timing of travel is organised to meet the preferences of the Academic Employee.

Academic Employee supervision

45.9 All Academic Employees performing academic work for the purposes of their academic endeavours will have a nominated academic supervisor. Academic Employees have the right to request an alternative academic supervisor on reasonable grounds.

45.10 An academic supervisor will:

(a) be working at Academic Level C or above; and

(b) be of the same discipline and/or hold similar expertise as the supervised Academic Employee, as far as reasonably practicable.

45.11 Academic Employees will be supported through ongoing evaluation to contribute to the success of the University and to grow their capacity to be successful in their academic careers.

45.12 The role of the academic supervisor includes:

(a) the provision of academic leadership and career guidance;

(b) the facilitation of workload allocation and work planning processes; and

(c) the appraisal, management and provision of feedback to the Academic Employee on their performance.

45.13 Academic supervisors will receive appropriate training to successfully undertake the requirements of their role.

46. ACADEMIC PROBATION AND PROMOTION

Probationary employment

46.1 Notwithstanding the provisions of **PART H** the Vice-Chancellor may dismiss with notice an Academic Employee during their probationary period on the grounds of Unsatisfactory Performance provided that:

(a) the Academic Employee is serving a reasonable qualifying or probationary period of a maximum of 3 years' duration, determined and notified to the Academic Employee in advance;

(b) the dismissal complies with RMIT's probation procedures; and

(c) notice of dismissal is given in writing.

46.2 An Academic Employee dismissed in accordance with **clause 46.1** will be entitled to notice or payment in lieu of notice, being a period of one-sixth of the Academic Employee's initial probationary period up to a maximum of six months.

46.3 Probation for existing Academic Employees in operation as at the commencement of this Agreement will continue to operate in accordance with the terms of the 2018 Agreement.

Academic promotion

46.4 Promotion will be based on merit and equity and no quotas will be imposed. Opportunities for internal promotion will be provided between Level A and Level B, Level B and Level C, Level C and Level D, and between Level D and Level E.

47. ACADEMIC WORKLOADS

Workload principles applying to Academic Employees

47.1 The Academic Workload clause does not apply to Casual Academic Employees.

47.2 RMIT will allocate workloads which are realistic, reasonable, transparent and manageable.

47.3 Full-time workloads amount to 1656 hours per annum (52 weeks of the year, less authorised leave and University holidays). This will be reduced proportionately to take account of extended periods of leave and will be pro-rated for Part-time Employees.

47.4 RMIT will not require Academic Employees to work excessive or unreasonable hours.

47.5 RMIT will ensure that academic managers and supervisors are aware of the requirements in relation to managing and allocating workloads and that Academic Employees are advised of the work allocation provisions of this Agreement.

47.6 Academic Employees and academic supervisors must participate in a professional and collegial way in the workload allocation and work planning processes.

47.7 Work allocation for an Academic Employee will be finalised by their supervisor through collegial consultation with the Academic Employee.

47.8 Academic Employees are able to raise and have properly considered legitimate issues relating to their work allocation.

Academic career pathways

47.9 The three academic career pathways are:

(a) Teaching and Research Academic;

(b) Research-focused Academic;

(c) Education-focused Academic.

Minimum standards for Academic Employees are set out in **clause 49**.

Academic workload framework

47.10 Within the annual 1656 hours, the University will ensure that:

47.10.1 Academic Employees other than Education-focused Academic Employees will have a workload allocation comprising:

(a) a maximum of 60% teaching and teaching-related duties;

(b) a minimum of 30% research; and

(c) a minimum of 10% engagement (which includes professional development activities and internal and/or external engagement).

47.10.2 Education-focused Academic Employees will have a workload allocation comprising:

(d) a minimum 70% and maximum 80% teaching and teaching-related duties;

(e) a minimum 15% research; and

(f) a minimum 5% engagement:

(i) this includes professional development activities and internal and/or external engagement;

(ii) where an engagement allocation for an Education-Focused Academic Employee is a minimum 5%, the engagement duties may be made up exclusively of core engagement activities such as:

(A) attendance at School or College meetings;

(B) planning days; and/or

(C) preparation for or attendance at required committees.

47.11 All Continuing and Fixed-term Academic Employees employed at the Commencement Date will have a teaching and research or research-focused workload allocation from the commencement of 2025 or such other date as may be agreed in writing with the NTEU to facilitate an orderly transition, except for an Academic Employee who:

(a) has applied in accordance with **clauses 47.35 - 47.46** to have an education-focused workload allocation;

(b) has been appointed as an Academic Career Development Fellow under **clause 48;** or

(c) is an Early Career Development Fellow appointed under the 2018 Agreement.

47.12 Where an Education-focused Academic Employee is undertaking a PhD, their PhD will form part of the Academic Employee's research allocation. Where this occurs, and subject to their PhD supervisor certifying that adequate progress has been made, the research allocation will be increased to a minimum of 20% and the maximum teaching allocation reduced to 75% to ensure that the Education-focused Academic Employee has sufficient time to undertake this work.

Academic Employees

47.13 Academic Employees other than Education-focused Academic Employees will not be required to:

(a) teach in more than 24 weeks over a 12-month period unless:

(i) it is agreed by the Academic Employee; or

(ii) it has been directed by the manager in the case where the Academic Employee did not substantially achieve the outcome agreed in their previous year's work plan; or

(iii) unusual circumstances apply;

(b) teach more than four consecutive hours without a break;

(c) coordinate more than three courses per semester; or

(d) commence teaching within 10 hours of the conclusion of a teaching session, or other-directed duties, conducted the previous day.

47.14 Education-focused Academic Employees will not be required to:

(a) teach in more than 44 weeks over a 12-month period unless otherwise agreed;

(b) coordinate more than four courses per semester;

(c) teach more than four consecutive hours without a break; or

(d) commence teaching within 10 hours of the conclusion of a teaching session, or other-directed duties, conducted the previous day.

47.15 Class sizes will be reasonable taking into account factors such as the nature of the activity, safety requirements, and availability of teaching facilities.

47.16 Level A Academic Employees will not have sole responsibility for the design, delivery and co-ordination of courses.

Academic Workload Model Committees

47.17 An Academic Workload Model Committee, which includes an equal number of relevant academic managers and elected Academic Employee representatives, will be established to oversee the timely development of an Academic Workload Model in each school or discipline area, which must be consistent with this Agreement.

47.18 The process of developing these models will ensure that:

(a) relevant documentation is open to scrutiny and discussion and review by all affected Employees;

(b) an Academic Workload Model is in place by the end of November in the preceding year; and

(c) each Academic Workload Model will be readily available to affected Employees.

47.19 Each Academic Workload Model Committee will meet at least four times per year with one meeting to be held at the conclusion of semester one.

47.20 Academic Employee representatives elected to Academic Workload Model Committees will be granted an appropriate time allocation for this work which will be regarded as engagement. The time allocation will be determined by the Dean in consultation with the Academic Workload Model Committee and will be reflected in the Academic Workload Model.

47.21 The University will ensure that academic managers and supervisors are aware of the requirements in relation to managing and allocating reasonable workloads and that Academic Employees are advised of the work allocation provisions of this Agreement.

Academic Workload Models

47.22 The relevant Dean, after consultation with the relevant Academic Workload Model Committee, will ensure that each school or discipline area has a published Academic Workload Model reflecting the requirements of this clause.

47.23 Where the Dean makes a determination in regard to the Academic Workload Model that is different to the recommendation of the Academic Workload Model Committee, the Dean will provide to the Academic Workload Model Committee written reasons for this determination.

47.24 The Academic Employee's Workload will be established in accordance with the appropriate Academic Workload Model and have regard to the Academic Employee's focus activities which may include teaching, research, and/or engagement.

47.25 The Academic Workload Model will conform with this clause and will require supervisors to ensure that Academic Employees have sufficient and reasonable time to perform their allocated activities as per their individual workplans.

47.26 The Academic Workload Model will:

(a) be clear and transparent;

(b) be based on an evidence-based estimate of the required time to perform teaching, research, and engagement tasks (as applicable) at a professional standard;

(i) for the purposes of this clause, the evidence constituting "evidence-based" will be determined by the relevant Academic Workload Model Committee, but must include information from a representative selection of staff performing the relevant work;

(c) will consist of three major components, summarised as:

(i) **Teaching and teaching-related duties:** educational provision and/or subject and/or teaching program/course coordination and/or marking and assessment for undergraduate, postgraduate and higher degree, short courses, micro credentials etc; and/or professional activity including supervision; and/or HDR supervision; and

covering all forms of suitable product including student support/success activities, covering all forms of suitable educational pedagogical development and quality control;

(ii) **Research duties:** contributions to discipline-based research and/or discipline education scholarship and research; scholarship of teaching and learning, including pedagogical research to organise and distil existing and new knowledge to bring about improvements in teaching and/or education development and/or the dissemination of research through academic, industry and media channels; and/or HDR supervision; and/or professional activity relevant to these activities; and

(iii) **Engagement activities:** contributions to academic administration and management; and/or coaching and guidance of other staff; and/or leadership both internal and external to the University; and/or professionally related engagement within the professions/disciplines and the community, industries, business, cultural and arts organisations; and/or philanthropic, alumni, media and communications activities; and/or professional development activities.

This is not intended to be exhaustive but is provided by way of guidance.

The relevant Academic Workload Model Committee will recommend whether HDR supervision is considered as teaching or research work for the purposes of this clause.

(d) enable the allocation of teaching and teaching-related activities such that the Academic Employee's research targets specified (if applicable) in their approved workplan can be achieved in the hours of work specified at **clause 47.3**.

47.27 The Academic Employee's research targets (where applicable) will be informed by factors including but not limited to:

(a) the Academic Employee's previous three years research output; and

(b) the need for early career Academic Employees to establish an appropriate research record; and

(c) any factors that impede achievement relative to opportunity, including (but not limited to) factors such as medical conditions and parental or carer responsibilities.

47.28 Supervisors are expected to exercise judgement about individual research expectations and to take experience and discipline-specific differences into account when discussing annual targets and professional development requirements.

47.29 An Academic Employee who is enrolled for a research higher degree in a field associated with their work will be allocated, within their workplan, a proportion of time to undertake such studies, provided that their research higher degree supervisor certifies that adequate progress has been made.

47.30 Any process, policy, practice or procedure implemented by RMIT (including by an individual school or discipline) for the purposes of modelling, planning or allocating workloads must be consistent with the terms of this Agreement.

Individual work plans for Academic Employees

47.31 Each Academic Employee's workload will be reflected in their annual individual workplan which must be consistent with the 1656 hours' Full-time Employee workload set out at **clause 47.3** and the

applicable school Academic Workload Model. The annual individual work plan will also take into account the following:

(a) the Academic Employee's position classification;

(b) any required work related travel;

(c) the Academic Employee's leave plans;

(d) the University's commitment to providing opportunities for Academic Employees to work in a family friendly environment and balance work-life commitments;

(e) any responsibilities undertaken by the Academic Employee and sanctioned by the University such as duties associated with an elected representative role e.g. on College or University wide committees or approved volunteer activities; and

(f) any approved plans, such as a research plan for an Education-focused Academic transitioning to a Teaching and Research Academic position.

47.32 Individual performance reviews are conducted annually and based on the outcomes established through work planning, and must be based on a reasonable workload allocation, and consider achievement relative to opportunity. By way of example, this would include (but is not limited to) consideration of factors such as medical conditions and parental or carer responsibilities. Any assessment of an Academic Employee's individual performance must be based on the Academic Employee's classification level at the time of the assessment.

47.33 Academic Employees employed in a research position in accordance with fixed-term category "Research" may undertake activities other than research subject to the provisions of the project funding arrangements and agreement with their supervisor.

47.34 In the event of a major organisational change having significant effects on an Academic Employee's discipline, their individual work plan will be reviewed for compliance with **clause 47.2**.

Education-focused Academic workloads

47.35 RMIT may only allocate an Education-focused Academic workload to:

(a) a Continuing or Fixed-term Academic Employee who:

(i) applied for an Education-focused Academic workload allocation; or

(ii) is recruited from outside RMIT into an Education-focused Academic role;

(b) an ACDF Employee appointed under **clause 48** of this Agreement; or

(c) an Employee appointed as an Early Career Development Fellow under the 2018 Agreement.

47.36 The total number of Employees with an Education-focused Academic Workload allocation cannot make up more than 29% of Continuing and Fixed-term Academic Employees (excluding Research-focused Academic Employees) on an FTE basis.

47.37 RMIT will report annually on the number of Employees with Education-focused Academic workload allocations, and the total number of Continuing and Fixed-term Academic Employees (excluding

Research-focused Academic Employees), to monitor the application of the 29% limit set out in **clause 47.36** above.

47.38 RMIT will not advertise externally for academic positions with an Education-focused Academic workload allocation for a period of 12 months from the Commencement Date, subject to the exception process in **clause 47.40** below. Thereafter RMIT may advertise externally for such positions at any time but before doing so must first advertise the position internally for at least two weeks.

47.39 All applicants for a role with an Education-focused Academic workload allocation will be subject to a competitive, merit-based selection process.

47.40 If after first advertising in accordance with **clause 47.38** the University is unable to fill a required Education-focused Academic position, the University may advertise the position externally if:

(a) there have been internal recruitment efforts to fill the required Education-focused Academic position;

(b) there is a lack of suitably qualified internal applicants; and

(c) there is a pressing disciplinary need.

In such circumstances, the hiring manager must refer the matter to the Academic Employment Implementation Working Group for consideration and recommendations. Any such referral must include evidence of (a) - (c) above. The Academic Employment Implementation Working Group will consider the issue and make such recommendations to the hiring manager as it considers appropriate. Without limiting the Academic Employment Implementation Working Group, the Academic Employment Implementation Working Group may make recommendations in relation to both internal and external advertising. Where the hiring manager wishes to act in a manner different to the recommendations, then the recruitment manager must raise the matter for reconsideration by the Chair of the Academic Employment Implementation Working Group. The Chair will make a determination on how recruitment will proceed. Where this determination is different to the recommendation made by the Academic Employment Implementation Working Group the Chair will provide written reasons to the Academic Employment Implementation Working Group setting out how the above (a) - (c) are satisfied.

Career transition pathway to Education-focused Academic

47.41 RMIT will conduct an initial internal expression of interest process, no later than three months after the Commencement Date, open to current Fixed-term and Continuing Academic Employees, to transition to an Education-focused Academic role.

47.42 RMIT may seek internal expressions of interest from Fixed-term and Continuing Academic Employees at any time.

47.43 A Continuing or Fixed-term Academic Employee with a Teaching and Research Academic workload allocation may at any time express interest to their supervisor in transitioning to an Education-focused Academic workload allocation.

47.44 Any expression of interest to transition to an Education-focused Academic role must be voluntary and made in writing.

47.45 Any transition is subject to satisfactory performance by the Academic Employee.

47.46 The timing of any transition will be determined by the supervisor after consultation with the Academic Employee. A revised Academic workload allocation will be determined and recorded in the Academic Employee's workplan.

Transition from Education-focused workload allocation to Teaching and Research Academic

47.47 An Academic Employee who wishes to transition from an Education-focused Academic to a Teaching and Research Academic profile must set this out in writing, via their immediate supervisor and relevant Dean, by no later than 1 July in the year preceding the commencement of the proposed new profile.

47.48 Before electing to transition, or in the period between their election and the commencement of the following year, the Academic Employee must use all reasonable efforts to devise a detailed plan for research outcomes which are associated with the new profile, and which align with the discipline and University goals. For the avoidance of doubt, transition from an Education-focused Academic workload allocation to a Teaching and Research Academic workload allocation is not subject to the Academic Employee having an approved plan for research outcomes.

47.49 The Academic Employee's supervisor will support the implementation of an agreed plan and, where necessary, provide feedback about the Employee's research performance.

Workload dispute resolution process

47.50 Where Academic Employees are concerned that there is inconsistency between the principles outlined in this clause and their individual workload or the relevant Academic Workload Model, they may pursue this concern either individually or through their Representative, by raising the issue with the relevant manager. Where the Academic Employee is unsatisfied with the resolution, the Academic Employee may follow the sequential steps:

(a) where appropriate, referring concerns to the relevant Dean or nominee;

(b) where appropriate, referring concerns to the relevant Deputy Vice-Chancellor; or

(c) referring the matter for dispute per **clause 5** of this Agreement.

47.51 Academic Workloads will be a standing agenda item of the Academic Employment Implementation Working Group.

48. PATHWAYS TO SECURE ACADEMIC EMPLOYMENT

Principles

48.1 RMIT recognises the importance of maintaining an appropriate balance between Casual and non-Casual Employment of Academic Employees.

48.2 The parties recognise that Casual Employment is not in all circumstances an appropriate employment mode or a substitute for Fixed-term or Continuing Employment.

48.3 The aim of this clause is to help reduce RMIT's reliance on Casual Academic Employment and provide a pathway for Casual Academic Employees to transition to Continuing Academic Employment.

48.4 RMIT will determine which College and Schools the positions will be created in as part of the program, based on operational needs.

Reduction in Casual Academic Employee r**eliance** p**rogram**

48.5 By 30 June 2027, RMIT will use all reasonable endeavours to reduce the use of Casual Academic Employment on an FTE basis from 19.3% of total Academic Employment (Continuing, Fixed-term and Casual Academic Employees) to 15% of total Academic employment.

(a) The starting point will be measured using the March 2023 Casual Employee FTE data RMIT provided in its annual report and supplies annually to the Department of Education & Workplace Relations.

(b) The University will not be taken to be in breach of this clause as a result of any significant changes in the amount of teaching work performed or as a result of alterations to University programs or structure.

48.6 As part of the program, RMIT will create and offer at least 130 FTE continuing Academic Career Development Fellowships (**ACDF**) by 30 June 2027. Whilst the parties acknowledge the 130 FTE continuing ACDF positions is the minimum, RMIT will use all reasonable endeavours to create and offer 150 continuing FTE ACDF positions.

48.7 ACDF appointments will normally be at Level A or B.

48.8 Offers of ACDF positions will be made at a:

(a) minimum time-fraction of 0.4 FTE; and

(b) minimum classification of Level A step 3. Where the Employee holds a relevant doctoral qualification at the time of appointment, they will be appointed at a minimum Level B step 1.

Eligibility

48.9 To be eligible to apply for an ACDF position under this program, an applicant must:

(a) not have held a continuing academic position in an Australian university in the previous three years;

(b) have at least 12 months of casual academic teaching experience within the past two years; and

(c) provide verification that they satisfy the criteria in **clause 48.9(a) and (b)** above.

Advertising and appointment of roles

48.10 For a period of 12 months from the Commencement Date, applications for ACDF positions will only be advertised internally and be open to staff currently engaged by RMIT on a Casual Academic Employee appointment, subject to the exception process in **clause 48.12** below. Where a position is created in a College or School, RMIT will advise all Casual Academic Employees in that area that the position is available.

48.11 Applicants will be subject to a competitive, merit-based selection process.

48.12 If after first advertising in accordance with **clause 48.10** the University is unable to fill a required ACDF position, the University may advertise the position externally if:

(a) there have been internal recruitment efforts to fill the required ACDF position;

(b) there is a lack of suitably qualified internal applicants; and

(c) there is a pressing disciplinary need.

In such circumstances, the hiring manager must refer the matter to the Academic Employment Implementation Working Group for consideration and recommendations. Any such referral must include evidence of (a)-(c) above. The Academic Employment Implementation Working Group will consider the issue and make such recommendations to the hiring manager as it considers appropriate. Without limiting the Academic Employment Implementation Working Group, the Academic Employment Implementation Working Group may make recommendations in relation to both internal and external advertising. Where the hiring manager wishes to act in a manner different to the recommendations, then the recruitment manager must raise the matter for reconsideration by the Chair of the Academic Employment Implementation Working Group. The Chair will make a determination on how recruitment will proceed. Where this determination is different to the recommendation made by the Academic Employment Implementation Working Group, the Chair will provide written reasons to the Academic Employment Implementation Working Group setting out how the above (a)-(c) are satisfied.

48.13 Following 12 months from the Commencement Date, RMIT may externally advertise ACDF positions. However, prior to proceeding to external advertisement of an ACDF position, RMIT must advertise the position internally for a period of at least two weeks.

48.14 If, following the minimum two-week advertisement period, RMIT is unable to fill the ACDF position with internal applicants who satisfy the requirements in **clause 48.9**, RMIT will advertise the ACDF positions externally.

48.15 Internal or external advertising of ACDF positions will expressly describe them as such.

Workload allocation

48.16 Subject to the Academic workloads clause of this Agreement, the workload allocation for an ACDF position will be determined by RMIT.

48.17 For a period of three years from the commencement date of appointment to an ACDF position, an ACDF Employee will not be able to change to a different workload allocation type (i.e. Teaching and Research or Research only).

48.18 Where an ACDF Employee is undertaking PhD studies that are relevant to their role, they will be allocated a minimum 20% research allocation per **clause 47.12**.

Reporting obligations

48.19 Within one month of each 12-month anniversary of the Commencement Date, RMIT will report to the NTEU on:

(a) the total number of ACDF positions filled, as well as the Schools in which the appointments were made; and

(b) progress towards the target reduction in casual utilisation set out in **clause 48.5** above.

48.20 For Employees appointed as an Early Career Development Fellow under the 2018 Agreement prior to the commencement of this Agreement, **clauses 39.3 – 39.6** of the 2018 Agreement continue to apply and for the purposes of this sub-clause are deemed to be provisions of this Agreement.

Industry Fellows

48.21 The University will offer Fixed-term Employment opportunities as Industry Fellows in accordance with the Fixed-term reason "Recent Professional Practice Required".

Vice-Chancellor's Research Fellow

48.22 The University will offer Fixed-term Employment to Employees as a Vice-Chancellor's Research Fellow (**VC Research Fellow**) in accordance with the fixed term reason "Research".

48.23 For the purposes of this clause, a VC Research Fellow is an Academic Employee nominated as such on their contract of employment and/or in writing by the University.

48.24 At the conclusion of the fixed-term contract, the VC Research Fellow will be entitled to apply for conversion to Continuing Employment.

(a) The VC Research Fellow will be appointed to Continuing Employment if:

(i) they have met required standards of performance; and

(ii) they have met required standards of conduct; and

(iii) the work that they performed is still required to be performed; and,

(iv) The Vice-Chancellor or their nominated representative does not agree to an exemption request by the Relevant Senior Officer.

48.25 This sub-clause will apply for all Employees employed as VC Research Fellows on a fixed-term contract at the time of approval of this Agreement.

48.26 If the application for conversion to Continuing Employment is rejected, the University will supply the reason in writing.

49. ACADEMIC EMPLOYEE CLASSIFICATIONS AND SALARIES

Minimum standards for Academic Employee levels (MSAL)

49.1 Minimum standards for levels of Academic Employees (**MSAL**), other than for Casual Academic Employees, are set out below. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of Academic Employees may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual professional development.

49.2 An Academic Employee appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the Academic Employee is appointed or promoted. In addition, an Academic Employee may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

49.3 MSAL will not be used as a basis for claims for reclassification.

Academic Employee Classifications

Academic Level	Academic Employees (inclusive of Teaching and Research and Education-focused pathways)	Research -focused Academic Employees (inclusive of creative disciplines)
Level A	A Level A Academic will work with the support and guidance from more senior Academic Employees and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A Academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree. A Level A Academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the Employee, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A Academics will be primarily at undergraduate and graduate diploma level.	A Level A Research Academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree. A Level A Research Academic will normally work under the supervision of Academic Employees at Level B or above, with an increasing degree of autonomy as the Research Academic gains skills and experience. A Level A Research Academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.
Level B	A Level B Academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B Academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline. A Level B Academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full Academic responsibilities of and related administration for the coordination of an award program of the institution.	A Level B Research Academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities. A Level B Research Academic will carry out independent and/or team research. A Level B Research Academic may supervise postgraduate research students or projects and be involved in research training.
Level C	A Level C Academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline. A Level C Academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an	A Level C Research Academic will make independent and original contributions to research, which has a significant impact on their field of expertise. The work of the Research Academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

	interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full Academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.	A Level C Research Academic will provide leadership in research, including research training and supervision.
Level D	A Level D Academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area. A Level D Academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.	A Level D Research Academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally. A Level D Research Academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.
Level E	A Level E Academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors. A Level E Academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.	A Level E Research Academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance. A Level E Research Academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training

Academic Employee annual salaries

Salary adjustments are operative from the first full pay period to commence following the dates set out below.

Salary rates specified below will be paid on a pro-rata basis for Part-time Employees.

Classification	Level	1 June 2022	1 June 2023	1 June 2024	1 October 2024	1 June 2025	1 June 2026	1 December 2026
		2%	3%	4%	1%	4%	4%	1%
Academic Level A	**A1**	$71,770	$73,923	$76,880	$77,649	$80,755	$83,985	$84,825
	A2	$75,833	$78,108	$81,232	$82,044	$85,326	$88,739	$89,626
	A3	$79,929	$82,327	$85,620	$86,476	$89,935	$93,532	$94,467
	A4	$84,029	$86,550	$90,012,	$90,912	$94,548	$98,330	$99,313
	A5	$87,361	$89,982	$93,581	$94,517	$98,298	$102,230	$103,252
	A6*	$90,692	$93,413	$97,150	$98,122	$102,047	$106,129	$107,190
	A7	$94,023	$96,844	$100,718	$101,725	$105,794	$110,026	$111,126
	A8	$97,349	$100,269	$104,280	$105,323	$109,536	$113,917	$115,056
Academic Level B	**B1**	$102,474	$105,548	$109,770	$110,868	$115,303	$119,915	$121,114
	B2	$106,321	$109,511	$113,891	$115,030	$119,631	$124,416	$125,660
	B3	$110,162	$113,467	$118,006	$119,186	$123,953	$128,911	$130,200
	B4	$114,008	$117,428	$122,125	$123,346	$128,280	$133,411	$134,745
	B5	$117,848	$121,383	$126,238	$127,500	$132,600	$137,904	$139,283
	B6	$121,690	$125,341	$130,355	$131,659	$136,925	$,142,402	$143,826
Academic Level C	**C1**	$125,531	$129,297	$134,469	$135,814	$141,247	$146,897	$148,366
	C2	$129,379	$133,260	$138,590	$139,976	$145,575	$151,398	$152,912
	C3	$133,221	$137,218	$142,707	$144,134	$149,899	$155,895	$157,454
	C4	$137,065	$141,177	$146,824	$148,292	$154,224	$160,393	$161,997
	C5	$140,903	$145,130	$150,935	$152,444	$158,542	$164,884	$166,533
	C6	$144,750	$149,093	$155,057	$156,608	$162,872	$169,387	$171,081

Academic Level D	**D1**	$151,156	$155,691	$161,919	$163,538	$170,080	$176,883	$178,652
	D2	$156,277	$160,965	$167,404	$169,078	$175,841	$182,875	$184,704
	D3	$161,399	$166,241	$172,891	$174,620	$181,605	$188,869	$190,758
	D4	$166,525	$171,521	$178,382	$180,166	$187,373	$194,868	$196,817
Academic Level E	**E1**	$194,709	$200,550	$208,572	$210,658	$219,084	$227,847	$230,125

*Academic Employees commencing employment with a PhD, or being awarded a PhD during their employment, will not be paid below Level A6.

50. CASUAL ACADEMIC EMPLOYEES

50.1 For the purposes of this clause *Required Activities* are activities that RMIT requires a Casual Employee to perform and include, but are not limited to, the activities specified in **clause 50.3.**

50.2 The parties recognise that Casual Employment is not in all circumstances an appropriate employment mode or a substitute for Fixed-term or Continuing Employment. The University will therefore not use Casual Employment in circumstances which require significant numbers of hours per week for the conduct of long term regular and systematic work.

50.3 A Casual Academic Employee will be engaged to perform certain Required Activities, such as:

(a) conduct of academic classes (includes associated non-contact duties);

(b) partial course coordination;

(c) development of learning materials;

(d) consultation with students;

(e) marking;

(f) research;

(g) attendance at meetings organised by the work area; and

(h) training required by the University.

Where a Casual Academic Employee is offered work to perform certain Required Activities, they will be advised of the number of hours they are being allocated for that specific Required Activity.

50.4 Casual Academic Employees will not be engaged to perform HDR supervision.

50.5 A Casual Academic Employee must be engaged and paid for at least two hours of work on each occasion they are required to attend work by RMIT, inclusive of any incorporated time and payment for preparation or directly associated working time.

50.6 With the exception of any Required Activity that is subject to a rolled up rate, the number of hours allocated to a Casual Academic Employee in accordance with **clause 50.3** will be based on the evidence-based assessment of the time required to perform the Required Activities to a professional standard as determined by each school or discipline area's Academic Workload Model per **clause 47.26** of the Academic workloads clause of this Agreement.

50.7 A Casual Academic Employee who considers insufficient time has been allocated to them to perform Required Activities may seek additional hours for this work as follows.

(a) As soon as possible prior to the Required Activities being due for completion, and prior to reaching the hours allocated under **clause 50.3**, the Employee will discuss the matter with their Dean of School (or nominee), including identifying the basis on which additional time is requested.

(b) The Employee and Dean of School (or nominee) in consultation with the Employee's supervisor will seek to reach agreement on whether:

(i) additional paid time is required for the Employee to complete the Required Activities; or

(ii) if arrangements can be made to avoid the need for additional hours to be performed by the Employee beyond the time allocated. This may include the Dean of School (or nominee) providing direction as to how the work may be performed in the time already allocated.

(c) If, following these discussions, the Employee cannot reasonably complete the Required Activities in the time allocated, the Employee will not be required to work the hours in excess of the allocation.

50.8 A Casual Academic Employee, upon commencing employment, will be provided with appropriate induction as required to fulfil their duties and will be paid for up to five hours at the Other Required Academic Activity rate to do so. In any immediately subsequent year of employment, a Casual Academic Employee will be provided with up to three hours paid time at the Other Required Academic Activity rate where the Casual Academic Employee is required to undertake further induction or training.

50.9 The University will provide Casual Academic Employees with all appropriate and necessary resources to enable the fulfilment of their duties.

50.10 Unless agreement has been reached between the University and the Casual Academic Employee on remuneration in respect of producing the relevant work, or the research activity is funded by RMIT or is the result of a candidature at RMIT, the University will not:

(a) require a Casual Academic Employee to describe herself or himself as an Employee of the University in any publication, or refereed journal article written by the Employee, or in connection with any creative work of the Employee;

(b) include the publication, refereed journal article, or creative work of a Casual Academic Employee in the University's profile for any institutional grants scheme allocation.

50.11 Casual Academic Employees engaged for the equivalent of a minimum of one contact hour per week for one semester will be invited to attend relevant College, School or work group meetings. Casual Academic Employees will be paid at the Other Required Academic Activity rate for attendance at meetings where they are required or directed to attend.

50.12 Casual Academic Employees engaged for the equivalent of a minimum of one contact hour per week for one semester are entitled to:

(a) apply for internally advertised University positions; and

(b) participate in an application for internal funding opportunities, including grants and professional development funds.

This clause does not impact a Casual Academic Employee's eligibility to apply for an Academic Career Development Fellow position per **clause 48**.

Activity types

50.13 ***Delivery of content***

"Delivery of content" means any education delivery that is the foundational form of education delivery. By way of guidance, this may include any education delivery that is described as a lecture, lectorial, seminar or studio in an official course outline or timetable issued by the University and includes recording of audio-visual content for asynchronous digital access by students.

The pay rates are per hour of delivery and include directly associated non-contact duties in the nature of preparation, administration of relevant records of the students for whom the Casual Academic Employee is responsible, and non-scheduled student consultation occurring on the day of delivery of the content.

The “Delivery of content previously presented” is defined as the second or subsequent delivery of content where significant revision of the content is not required, in the same subject matter, within a 12-month period (other than where the delivery is a “repeat delivery”).

A “repeat delivery of content” applies to a second or subsequent delivery of substantially the same content in the same subject matter within a period of seven days.

“Specialist content” is delivery that requires (due to its specialised nature) extra time for associated duties, chiefly preparation.

The rates prescribed are paid per one hour of delivery and include directly associated work (as per **Table 50.2**). Where the delivery of content is for a period of more or less than one hour in length the payment amount will be pro-rated accordingly, subject to the minimum engagement period set out at **clause 50.5**.

50.14 ***Tutorial***

"Tutorial" means any education delivery that is a supporting form of education delivery. By way of guidance, this may include any education delivery described as a tutorial in an official course outline or timetable issued by the University.

The pay rates are per hour of delivery and include directly associated non-contact duties in the nature of preparation, administration of relevant records of the students for whom the Casual Academic Employee is responsible, and non-scheduled student consultation occurring on the day of the tutorial.

A repeat tutorial is the second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days.

The rates prescribed are paid per one hour of delivery and include directly associated work (as per **Table 50.2**). Where the tutorial or repeat tutorial is for a period of more or less than one hour in length the payment amount will be pro-rated accordingly, subject to the minimum engagement period in **clause 50.5**.

50.15 ***Musical accompanying with special education services***

"Musical accompanying with special educational services" means the provision of musical accompaniment to one or more students or Employees in the course of teaching by another Casual Academic Employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

For musical accompanying, the Casual Academic Employee will be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered (as per **Table 50.2**). Where the musical accompanying is for a period of more or less than one hour in length the payment amount will be pro-rated accordingly, subject to the minimum engagement period in **clause 50.5**.

50.16 ***Undergraduate clinical nurse education***

"Undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical or simulated clinical setting.

A Casual Academic Employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, administration of relevant records of the students for whom the Casual Academic Employee is responsible, and non-scheduled student consultation occurring on the same day as the undergraduate clinical nurse education.

The rates prescribed are paid per one hour of delivery and include directly associated work (as per **Table 50.2**). Where the clinical education is for a period of more or less than one hour in length the payment amount will be pro-rated accordingly, subject to the minimum engagement period in **clause 50.5**.

50.17 ***Marking***

Marking performed by a Casual Academic Employee will be allocated in accordance with **clause 50.6** and will be paid for separately (except in the case of marking which takes place during a delivery of content, tutorial, musical accompanying, or clinical nurse education session).

The number of hours allocated to a Casual Academic Employee in accordance with **clause 50.2** will be based on the evidence-based assessment of the time required to perform the Required Activities to a professional standard as determined by each school or discipline area's Academic Workload Model per **clause 47.26**.

Marking will be paid at the applicable rate as per **Table 50.2**.

50.18 ***Developing learning materials***

Where a Casual Academic Employee is required to prepare, design or redesign learning materials beyond where this is directly associated work accounted for in accordance with **clauses 50.13**, **50.14**, **50.15**, and **50.16**.

Developing learning materials will be paid at the applicable rate as per **Table 50.2**.

50.19 ***Research***

Where a Casual Academic Employee is engaged to conduct research, the hours worked will be paid at the hourly rate as per **Table 50.2**.

Where the PhD qualification held by the Casual Academic Employee is relevant to the research being conducted, they will be paid at the "with PhD qualification" rate. Research will otherwise be paid at the "without PhD qualification" rate.

Where the opinion of an academic expert for conducting the research activity is essential, for example in relation to the research lifecycle from the ideation stage through to design and planning, conduct, reporting and impact, the Casual Academic Employee will be paid for each hour of such activity delivered as required by RMIT, and demonstrated to have been performed, at the “with academic judgement” rate.

50.20 ***Course coordination (partial)***

Where a Casual Academic Employee is engaged to undertake partial course coordination, the rate of pay will be per the applicable rate in **Table 50.2**. Partial course coordination applies where a Fixed-

term or Continuing Academic Employee is responsible for course coordination and the Casual Academic Employee is assisting them with some of the course coordination tasks.

50.21 ***Other Required Academic Activity***

"Other Required Academic Activity" includes work that a Casual Academic Employee is required to perform, being work of the following nature:

(a) the conduct of practical classes, demonstrations, workshops, student field excursions;

(b) the conduct of clinical sessions other than clinical nurse education;

(c) the conduct of performance and visual art studio sessions;

(d) musical coaching, repetiteurship, and musical accompanying other than with special educational service;

(e) consultation with students beyond that mentioned in **clauses 50.13, 50.14**, **50.15**, and **50.16**;

(f) supervision of students who are not HDR students;

(g) attendance at discipline/department/school/ and/or college meetings where attendance is required;

(h) attendance at a class where required by RMIT, which they are not delivering;

(i) providing in-class support for another Academic Employee who is responsible for undertaking the delivery of the activity;

(j) travel as required by RMIT, capped at a maximum of 10 hours per day unless otherwise agreed by RMIT in advance.

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

A Casual Academic Employee required to perform any Other Required Academic Activity as defined in this clause will be paid an hourly rate for each hour of such activity delivered as required.

Pay rates

TABLE 50.1: Basis of pay for each activity type

Classification and salary step	Rate from the first full pay period commencing on or after 1 October 2024	Calculation	Casual hourly rate
Level B2	$115,030	$\frac{B2/52}{37.5}$ + 25%	$73.74
Level A6	$98,122	$\frac{A6/52}{37.5}$ + 25%	$62.90
Level A2	$82,044	$\frac{A2/52}{37.5}$ + 25%	$52.59

TABLE 50.2: Rates of pay

ACTIVITY TYPE	Rate from the first full pay period commencing on or after			
	1 October 2024	1 June 2025	1 June 2026	1 December 2026
	1%	4%	4%	1%
Delivery of content (based on B2 salary) This is an inclusive rate based on one hour of delivery and includes directly associated working time as indicated				
Delivery of content (1 unit = 1 hour of delivery and 3 hours directly associated working time)	$294.99 per unit	$306.79 per unit	$319.06 per unit	$322.25 per unit
Delivery of content previously presented (1 unit = 1 hour of delivery and 2 hours directly associated working time)	$221.22 per unit	$230.07 per unit	$239.27 per unit	$241.66 per unit
Repeat delivery of content (1 unit = 1 hour of delivery and 1 hour directly associated working time)	$147.50 per unit	$153.40 per unit	$159.54 per unit	$161.14 per unit
Specialist content (1 unit = 1 hour of delivery and 4 hours directly associated working time)	$368.73 per unit	$383.48 per unit	$398.82 per unit	$402.81 per unit
Tutorials (based on A2 and A6 salary) This is an inclusive rate based on one hour of delivery and includes directly associated working time as indicated				
Tutorial without PhD qualification (1 unit = 1 hour delivery / 2 hours directly associated working time)	$157.77 per unit	$164.08 per unit	$170.64 per unit	$172.35 per unit
Tutorial with PhD qualification (1 unit = 1 hour delivery / 2 hours directly associated working time)	$188.75 per unit	$196.30 per unit	$204.15 per unit	$206.19 per unit
Repeat tutorial without PhD qualification (1 unit = 1 hour of delivery / 1 hour directly associated working time)	$105.19 per unit	$109.40 per unit	$113.78 per unit	$114.92 per unit
Repeat tutorial with PhD qualifications (1 unit = 1 hour delivery / 1 hours directly associated working time)	$125.83 per unit	$130.86 per unit	$136.09 per unit	$137.45 per unit

Musical accompanying special educational service (based on A2 and A6 salary) This is an inclusive rate based on one hour of delivery and includes preparation time as indicated				
Musical accompanying without PhD qualification (1 unit = 1 hour delivery / 1 hour preparation)	$105.19 per unit	$109.40 per unit	$113.78 per unit	$114.92 per unit
Musical accompany with PhD qualification (1 unit = 1 hour delivery / 1 hour preparation)	$125.83 per unit	$130.86 per unit	$136.09 per unit	$137.45 per unit
Undergraduate clinical education (based on A2 and A6 salary) This is an inclusive rate based on one hour of delivery and includes directly associated working time as indicated				
Little preparation without PhD qualification (1 unit = 1 hour of delivery/0.5 hour directly associated working time)	$78.90 per unit	$82.06 per unit	$85.34 per unit	$86.19 per unit
Little preparation with PhD qualification (1 unit = 1 hour delivery / 0.5 hours directly associated working time)	$94.35 per unit	$98.12 per unit	$102.04 per unit	$103.06 per unit
Normal preparation without PhD qualification (1 unit = 1 hour delivery/1 hour directly associated working time)	$105.19 per unit	$109.40 per unit	$113.78 per unit	$114.92 per unit
Normal preparation with PhD qualification (1 unit = 1 hour delivery / 1 hour directly associated working time)	$125.83 per unit	$130.86 per unit	$136.09 per unit	$137.45 per unit
Marking (based on B2 salary) This is an hour-for-hour rate				
Marking	$73.74 per hour	$76.69 per hour	$79.76 per hour	$80.56 per hour
Developing learning materials (based on B2 salary) This is an hour-for-hour rate				
Developing Learning Materials	73.74 per hour	$76.69 per hour	$79.76 per hour	$80.56 per hour
Research (based on A2, A6 and B2 salary) This is an hour-for-hour rate				
Research without PhD qualification	$52.59 per hour	$54.69 per hour	$56.88 per hour	$57.45 per hour
Research with PhD qualification	$62.90 per hour	$65.42 per hour	$68.04 per hour	$68.72 per hour
Research with Academic Judgement	$73.74 per hour	$76.69 per hour	$79.76 per hour	$80.56 per hour

Course coordination (partial) (based on A6 salary) This is an hour-for-hour rate				
Partial course coordination	$62.90 per hour	$65.42 per hour	$68.04 per hour	$68.72 per hour
Other Required Academic Activity (based on A2 and A6 salary) This is an hour-for-hour rate				
ORAA without PhD qualification	$52.59 per hour	$54.69 per hour	$56.88 per hour	$57.45 per hour
ORAA with PhD qualification	$62.90 per hour	$65.42 per hour	$68.04 per hour	$68.72 per hour

51. ACADEMIC EMPLOYMENT IMPLEMENTATION WORKING GROUP

51.1 RMIT will establish, as soon as reasonably practicable following the Commencement Date, an Academic Employment Implementation Working Group to monitor the operation of this Part over the life of the Agreement.

51.2 The Academic Employment Implementation Working Group will comprise equal representation from RMIT and the NTEU as follows:

(a) DVC Education (or their nominee) (Chair);

(b) two RMIT management nominees;

(c) NTEU RMIT Branch President (or their nominee); and

(d) two NTEU Academic Employee nominees.

51.3 The Academic Employment Implementation Working Group will discuss matters relating to the implementation and application of terms of this Agreement that relate to Academic Employees (including Casual Academic Employees). The Academic Employment Implementation Working Group will develop its terms of reference and operating procedures at the first meeting.

51.4 RMIT or the NTEU may invite a specialist or an Employee who is impacted by a matter which is the subject of discussions to provide insights or perspectives.

51.5 NTEU nominees of the Academic Employment Implementation Working Group will be provided time release to attend Academic Employment Implementation Working Group.

51.6 Meetings will be held at least once every quarter, with nothing precluding RMIT and the NTEU agreeing to meet on a more regular basis. RMIT or the NTEU may request an additional meeting(s) and such a request will not be unreasonably refused having regard to all the circumstances.

PART B - PROFESSIONAL EMPLOYMENT

52. PROFESSIONAL CAREERS

Professional Development

52.1 The University is committed to and will provide Professional Development opportunities to Professional Employees through a range of activities. Professional Development will consist of education, coaching, training, mentoring, secondments, the allocation of higher duties, formal feedback and instruction, team development activities and/or practical experiences, and to a lesser extent (unless otherwise agreed between the Professional Employee and RMIT as part of the work planning process as per **clause 52.2**) informal feedback, guidance, or any other forms of Professional Development.

52.2 Professional Development will be discussed and agreed during the work planning process in line with the needs of the University and in support of the Professional Employee's career aspirations, and will be documented through the annual work planning process. Professional Employees and managers will have regular discussions about Professional Development and career goals.

52.3 Where a Professional Employee is employed in a role that requires the Professional Employee to obtain and/or maintain a certification/registration/qualification, the University will facilitate the provision of this, including paying for the Professional Development (where there is a cost involved).

52.4 Notwithstanding **clause 52.3**, all Professional Employees will be entitled to a minimum two days of Professional Development per annum. All Professional Development, in line with **clause 52.2**, must support the Professional Employee's developmental needs, taking into account the nature of the Professional Employee's role and the Professional Employee's career goals.

52.5 Attendance at any Professional Development paid for, facilitated or provided by RMIT will be regarded as attendance at work.

52.6 With the exception of Professional Development referred to in **clause 52.3** that cannot be performed during work hours, there will be no entitlement to overtime or time off in lieu (**TOIL**) for Professional Development that is attended or performed outside the ordinary hours of work.

Opportunities within the University

52.7 Higher duties and secondments are a way to advance careers by offering development opportunities.

52.8 Opportunities for career development and advancement should be discussed as part of work planning processes and managers will work with Professional Employees to find suitable development and experiential opportunities.

52.9 Professional Employees will have the opportunity to develop and advance their careers by expressing interest in available higher duties, secondments, Professional Development and training, in line with the needs of the University.

52.10 The University will maintain a register of opportunities for Professional Employees within the University.

Workloads

52.11 This clause does not apply to Casual Professional Employees.

52.12 Workloads for Professional Employees will be determined by the manager in consultation with the Professional Employee in accordance with the provisions of this clause.

52.13 Professional Employees and managers must participate in a professional and cooperative way in any work allocation and performance review processes.

52.14 The University will not require Professional Employees to work excessive or unreasonable hours and will allocate workloads that are realistic, reasonable, transparent and manageable.

52.15 For Professional Employees, hours of work are subject to the provisions of **clause 53** and **clause 57**.

52.16 Each Professional Employee's workload will be reflected in an annual workplan which will be available to the Professional Employee and take into account factors including but not limited to:

(a) the workplan of the Professional Employee's work unit, and reasonable expectations of the Professional Employee's contribution to that workplan;

(b) the identification of Professional Development needs which may be required to assist in the Professional Employee's individual contribution to the work group's performance plan, and which facilitates the Professional Employee's career development consistent with the needs of the Professional Employee's work group and/or the University;

(c) the Professional Employee's position classification standard and/or position description;

(d) the working hours specified in this Agreement;

(e) the Professional Employee's leave plans;

(f) the University's commitment to providing opportunities for Professional Employees to work in a family friendly environment and balance work-life commitments; and

(g) any responsibilities undertaken by the Professional Employee and sanctioned by the University such as duties associated with an elected RMIT representative role e.g. on College or University committees or approved volunteer activities e.g. First Aid Officer, Health and Safety Representative or Fire Warden.

52.17 Managers are required to consider and comply with all relevant clauses of this Agreement when setting workloads.

52.18 Where changes in work occur or are proposed to occur due to a position becoming vacant, or for any other reason, the impact on any affected Professional Employee's workload will be evaluated and RMIT will implement necessary measures, which may include but is not limited to the filling of any vacant positions to ensure affected Professional Employee workloads are in compliance with **clause 52.14**. Where measures are taken pursuant to this clause, these measures will be communicated to affected Professional Employees.

Individual workload review

52.19 A Professional Employee concerned that their workload is unreasonable may request a review by their supervisor. The supervisor will review the concerns and, where the Professional Employee's concerns are found to be legitimate, make adjustments to ensure compliance with the clauses of this Agreement.

52.20 If the matter remains unresolved, it will be referred to the supervisor's manager for review.

52.21 If the issue is not satisfactorily resolved through this process, the matter may be dealt with in accordance with the Dispute Resolution Procedure per **clause 5** of this Agreement.

Professional Employment Implementation Working Group – Workloads

52.22 Professional Employee Workloads will be a standing agenda item of the Professional Employment Implementation Working Group per **clause 62** of this Agreement.

Professional Employee Individual Performance Reviews

52.23 The process by which an individual Professional Employee's performance is reviewed and/or evaluated (Individual Performance Reviews) is to be based on the outcomes established through work planning. Individual Performance Reviews, and the performance rating, will be wholly based on the work performance of the individual Professional Employee.

53. ORDINARY HOURS OF DUTY (PROFESSIONAL EMPLOYEES WHO ARE NOT REQUIRED TO WORK SHIFTWORK)

53.1 This clause does not apply where a Professional Employee is required to work shiftwork in accordance with **clause 57**.

53.2 The ordinary hours of duty of Professional Employees will be determined by the University in accordance with this clause.

53.3 For fixed term and continuing Professional Employees, the ordinary hours of duty will not exceed an average of 36 per week to be worked on one of the following bases:

(a) 36 hours within a work cycle not exceeding 7 consecutive days;

(b) 72 hours within a work cycle not exceeding 14 consecutive days;

(c) 108 hours within a work cycle not exceeding 21 consecutive days; and

(d) 144 hours within a work cycle not exceeding 28 consecutive days.

Changes to work cycles established in accordance with **clause 53.3** are subject to consultation in accordance with **clause 32**.

53.4 For Casual Professional Employees, the ordinary hours of duty are up to 36 hours in a work cycle not exceeding 7 consecutive days.

53.5 The ordinary hours of duty for Professional Employees will be worked:

(a) on any or all of the days of the week, Monday to Friday; and

(b) continuously, except for meal breaks, between 8.00am and 6.00pm.

Flexible working arrangements

53.6 A Professional Employee and a supervisor/manager may agree on a flexible working arrangement for the Professional Employee:

(a) to work no more than the number of work hours that may be worked over a work cycle as specified in **clause 53.3** during the ordinary hours of duty specified in **clause 53.5**;

(b) under **clause 12** (Workplace Flexibility Arrangements); or

(c) to work their ordinary hours on any or all days of the week, Monday to Friday between 8.00am and 8.00pm.

53.7 Any request by a Professional Employee to reach agreement under **clause 53.6** may only be refused by the University on reasonable business grounds.

53.8 Where the University and the Professional Employee agree on a flexible working arrangement in accordance with **clause 53.6**:

(a) the flexible working arrangement will be in writing and the ordinary hours specified in the flexible working arrangement will be taken to be the ordinary hours of the Professional Employee for all purposes in this Agreement; and

(b) **Clause 57** (Shiftwork) will not apply to the ordinary hours specified in the flexible working arrangement.

53.9 Professional Employees may agree, in writing, on schemes of shift arrangement which may not attract shift allowance, provided that under these arrangements, no Professional Employee will be mandatorily required to work a shift which extends beyond 6.00pm, Monday to Friday without payment of shift penalty.

53.10 Notwithstanding any other provisions of this Agreement, RMIT may, during the period Monday to Friday, and by agreement with the Professional Employee(s) concerned, establish an arrangement of extended shifts of up to nine hours and thirty minutes (exclusive of meal breaks) which would not attract a shift penalty. This can be done provided that the Professional Employee agreeing would not be required to work more than 80% of the ordinary working days (Monday to Friday).

53.11 Except in the case where a Professional Employee has reached agreement with the University in accordance with **clauses 53.8, 53.9**, or **53.10** no employee will be required to work between 6.00pm and 8.00am without payment of applicable shift penalties or overtime rates of pay.

54. HYBRID WORKING

54.1 Nothing in this clause prevents ad hoc and/or informal hybrid working arrangements being agreed between an Employee and their manager.

54.2 Whilst RMIT is an applied university with a strong on-campus and in-person presence of staff and students, the University is committed to hybrid working. The University's campuses are the primary place of work during peak teaching and learning periods (unless work peaks occur outside of these periods).

Team hybrid working arrangements

54.3 Whilst Employees are primarily employed to undertake their roles on campus, Professional Employees are entitled to work in accordance with their team hybrid working arrangement. Each team must have a hybrid working arrangement. Such arrangements will outline in writing both working on campus and working from home arrangements.

54.4 When making a team hybrid working arrangement, the team manager must give genuine consideration to the following factors:

(a) the student experience;

(b) the views of the team as a whole;

(c) whether the work can be effectively and/or efficiently performed remotely;

(d) the benefits of face-to-face connection;

(e) collaborative team-based approaches;

(f) balancing the in-person university experience for students and staff with employees' individual flexibility needs;

(g) the availability of technology to support working in a hybrid manner; and

(h) the potential of hybrid working arrangements to promote job satisfaction and work-life balance.

54.5 A team hybrid working arrangement may be varied by the University with the provision of 10 working days' notice provided that the manager of the team has given genuine consideration to, and consulted with, the members of the team regarding items (a)–(h) of **clause 54.4**.

54.6 Hybrid working arrangements will be a standing agenda item of the Professional Employment Implementation Working Group.

Individual hybrid working arrangements

54.7 All Employees will automatically default to working in accordance with the team hybrid working arrangement. However, an Employee and their supervisor may agree to an individual hybrid working arrangement that is different to the team hybrid working arrangement.

54.8 An application for an individual hybrid working arrangement is different from, and not a substitute for, a request for a flexible work arrangement pursuant to section 65 of the FW Act.

54.9 In considering an Employee's request for an individual hybrid work arrangement outside of the team hybrid working arrangement, the Employee's supervisor will genuinely try to reach agreement with the Employee, and will also give consideration to:

(a) the benefits of face-to-face connection;

(b) whether the Employee and their team can satisfy the requirements of their roles split across the periods in which they are working from home and in attendance on campus;

(c) whether there are certain functions, activities or duties that can only be performed on campus and the Employee must attend on campus to perform those functions, activities or duties;

(d) whether there are specific events or activities that the University requires the Employee to attend on campus;

(e) whether workplace health and safety requirements can be met; and

(f) whether the needs of the local work unit can be met, and the arrangement does not unreasonably impact other Employees or students.

54.10 An individual hybrid working arrangement request is subject to the approval of the University. The University may only refuse a request on reasonable business grounds, taking into account the matters outlined in **clause 54.9** above. The University must either approve or refuse a request within 15 working days of receiving the request. Any decision to accept or reject an Employee's individual

hybrid working request will be in writing and, where a request is rejected, give reasons for the rejection.

54.11 Where the University rejects an Employee's request for an individual hybrid working arrangement, the Employee's supervisor and the Employee will meet to discuss reasonable alternative arrangements proposed by the Employee. Where an alternative arrangement is agreed between the Employee and the supervisor, it will be recorded in writing and implemented.

54.12 An Employee and the University can agree to vary or terminate an individual hybrid working arrangement at any time.

54.13 An Employee may terminate an individual hybrid working arrangement at any stage. In order to facilitate the transition from remote working, the Employee should give at least 10 working days' notice. Where an individual hybrid working arrangement is terminated, the Employee will default to the team hybrid working arrangement.

54.14 The University may unilaterally terminate an individual hybrid working arrangement by giving at least 10 working days' notice, having regard to considerations in **clause 54.9** above, provided that:

(a) the termination is on reasonable business grounds;

(b) the Employee and their supervisor have genuinely tried to reach agreement on reasonable alternative arrangements; and

(c) the University provides the Employee with written reasons for the termination.

Other attendance on campus

54.15 Where there is a team or individual hybrid working arrangement in place, the University may still require an Employee to attend the physical workplace where lawfully and reasonably required. By way of guidance, this may include where there are:

(a) certain functions, activities or duties that can only be performed on campus, and the Employee is required to attend campus to perform or participate in those functions, activities or duties; or

(B) specific events or activities that the University requires the Employee to attend on campus.

55. OVERTIME

55.1 All authorised time worked in excess of or outside of the ordinary hours of duty as determined by **clause 53** or **clause 57** will be overtime and will be paid for in accordance with this clause.

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

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

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

55.5 Except where recalled to duty subject to **clause 59.18** - **59.28**, a Professional Employee classified at HEW Level 8 or above will not normally be entitled to receive payment for overtime, but will be allowed to receive TOIL equivalent to the period of overtime worked. In cases where time off is

unable to be taken within one month of being accrued it will be paid out in the next available pay period.

55.6 The salary of a Professional Employee for the purposes of computation of overtime will not include shift work allowances, or the casual loading prescribed in **clause 60.1,** but will include higher duties allowance and any other allowance in the nature of salary.

55.7 Payment for overtime calculated for any period in accordance with the provisions of this clause will not be subject to any limitation in amount within a work cycle as defined in **clause 53**.

55.8 Subject to **clause 55.12** below, the following rates will apply in respect of overtime:

(a) other than a Shift worker as defined in **clause 57**:

(i) for overtime worked Monday to Saturday inclusive - base rate plus 50% for the first three hours and base rate plus 100% thereafter;

(ii) for overtime worked on Sunday - base rate plus 100%; and

(iii) for overtime worked on a Holiday - base rate plus 150%.

(b) for Shift workers as defined in in **clause 57**:

(i) Except on a Holiday - base rate plus 100%; and

(ii) On a Holiday - base rate plus 150%.

55.9 A Professional Employee classified at HEW 7 or below may, by mutual agreement between the Professional Employee and the University reached prior to overtime being worked, accrue TOIL instead of overtime payment, with such TOIL being calculated in the same manner as is prescribed in **clause 55.8** for payment for overtime worked. TOIL must be taken:

(a) within one month after the overtime is worked; and

(b) at a time or times within that period of one month agreed by the Professional Employee and RMIT.

55.10 If a Professional Employee classified at HEW 7 or below requests at any time to be paid for overtime covered by an agreement under **clause 55.9** but not taken as TOIL, the University must pay the Professional Employee for the overtime, in the next available pay period following the request, at the overtime rate applicable to the overtime when worked.

55.11 If TOIL is not taken within the period of one month mentioned in **clause 55.9,** the University must pay the Professional Employee for the overtime, in the next available pay period following that one month, at the overtime rate applicable to the overtime when worked.

55.12 A Professional Employee required to return to the workplace to work overtime which is not continuous with ordinary duty will receive a minimum of three hours payment in respect of that overtime notwithstanding the period of duty may be less than three hours and be paid in accordance with **clause 55.8(a)**.

55.13 Where more than one overtime attendance is involved, the minimum payment provision will not operate to increase the overtime payment beyond that which would have been payable had the Professional Employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

55.14 A Professional Employee required by the University to resume or continue work without having had at least 10 consecutive hours plus reasonable traveling time off duty is entitled to:

(a) be released from duty for not less than 10 consecutive hours plus reasonable traveling time off duty; or

(b) be paid at base rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable traveling time off duty and such release will be without loss of pay for any scheduled ordinary duty occurring during such absence.

55.15 For the purpose of this subclause "reasonable traveling time" will mean the period of time normally required to travel from the place of residence of the Professional Employee to the University and back.

55.16 When a Professional Employee, after having worked overtime or a shift for which the Professional Employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the University will provide the Professional Employee with either a conveyance to the Professional Employee's home or, where the Professional Employee provided their own transportation, reimbursement at the relevant rate per kilometre.

56. MEAL BREAKS

56.1 A Professional Employee will not be required to work more than 5 consecutive hours without a break for a meal.

56.2 A meal break will be of at least 30 minutes but not more than 1 hour.

56.3 Time taken as meal breaks will not be paid for and will not be counted as time worked.

57. SHIFTWORK

"Shift worker" means a Professional Employee who is required to undertake shift work in accordance with a shift roster. The shift roster may be one of rotating shifts, alternating from day to afternoon to night shift on a continuous basis across a work cycle or may also include those rostered on a continuous basis on afternoon or night shifts without rotation.

"Day Shift" means any shift starting at or after 6.00am but before 8.00am and finishing on or before 6.00pm.

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing after midnight and at or before 8.00am.

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

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

"Relevant Roster Cycle" means a sequence of shifts in a roster to be normally worked by a Professional Employee in the ordinary working hours of the Professional Employee and arranged so as to form a recurring cycle of five days on shift and two days off per week.

"Rostered Shift" will have the same meaning as "Shift".

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

"Week" means a period of seven consecutive days calculated from the commencement of the relevant roster cycle.

57.1 The ordinary hours of duty of Shift workers will be determined by the University in accordance with this clause.

57.2 The ordinary hours of duty for Fixed term and Continuing Employee Shift workers will not exceed an average of 36 per week to be worked on one of the following bases:

(a) 36 hours within a work cycle not exceeding 7 consecutive days;

(b) 72 hours within a work cycle not exceeding 14 consecutive days;

(c) 108 hours within a work cycle not exceeding 21 consecutive days; and

(d) 144 hours within a work cycle not exceeding 28 consecutive days.

Changes to work cycles established in accordance with **clause 57.2** are subject to consultation in accordance with **clause 32** (Consultation).

57.3 For Casual Employee Shift workers, the ordinary hours of duty are up to 36 hours within a work cycle not exceeding 7 consecutive days.

57.4 The ordinary hours of duty for Shift workers will:

(a) be worked continuously each shift except for meal breaks;

(b) not exceed 10 hours inclusive of meal breaks in any single shift; and

(c) be worked in accordance with this clause.

57.5 Except as provided in **clause 57.6** below, an Employee engaged on:

(a) an afternoon or rotating night shift will for any ordinary hours worked on Monday to Friday inclusive be paid base rate plus 15%; or

(b) a non-rotating night shift will for any ordinary hours worked on Monday to Friday inclusive be paid base rate plus 30%.

57.6 An Employee required to work an ordinary shift on a Saturday, a Sunday or a Holiday will be paid base rate plus:

(a) on a Saturday: 50%;

(b) on a Sunday: 100%; and

(c) on a Holiday: 150%.

57.7 An Employee whose rostered day off falls on a Holiday will be granted one day's leave in lieu of such a Holiday.

57.8 An Employee who without 72 hours' notice is:

(a) transferred from day work to shift work; or

(b) transferred from one shift roster to another shift roster; or

(c) transferred to an unrostered shift; or

(d) transferred to another shift within the roster,

will be paid an additional allowance of 50% of the base rate of pay of the Employee for any day, afternoon or night shift to which the Employee is so transferred and which occurs before the expiry of 72 hours' notice of the transfer provided that the allowance will be payable only to an Employee in receipt of an allowance under **clause 57.5** above. In such case the allowance provided under this subclause will be payable in lieu of the allowance provided under **clause 57.5** above.

57.9 Shift rosters will normally be arranged in either of the following formats:

(a) weekly rotation; or

(b) permanent afternoons.

Employees may be rostered on to permanent afternoon shiftwork either on commencement of employment or by mutual written agreement.

Roster patterns may be changed only if mutually agreed in writing.

57.10 With the written agreement of an Employee and the University, the University may alter an Employee's normal hours of work for the Employee to work afternoon shifts with the relevant shift penalty allowance.

Additional leave for seven-day Shift workers

57.11 A Fixed-term or Continuing Employee whose ordinary hours of duty are performed over seven days a week including Sundays and Holidays will, in addition to the normal leave entitlement of the Employee, be granted additional annual leave as follows:

(a) where the rostered time of ordinary duty of the Employee includes at least 10 Sundays during the period of annual leave accrual of the Employee: an additional five days; or

(b) where the rostered time of ordinary duty of the Employee includes less than 10 Sundays during the period of annual leave accrual of the Employee: additional leave at the rate of half a day in respect of each Sunday so rostered.

57.12 The additional annual leave prescribed by **clause 57.11** above will be exclusive of non-working days and Holidays.

57.13 For Casual Employee Shift workers, overtime and shift penalty rates are not cumulative. Where a Casual Employee Shift worker would qualify for more than one penalty rate, they will be entitled to the highest single penalty rate.

58. PART-YEAR & ANNUALISED EMPLOYMENT

58.1 Professional Casual Employees who successfully apply for conversion to continuing or fixed term employment in accordance with the Conversion Process For Eligible Casual Professional Employees clause of this Agreement (clause 60.9) may be, although they are not required to be, employed as Part-Year or Annualised Employees.

58.2 **Part-Year Employees**

(a) "Part-Year Employees" are Employees appointed on a Continuing or Fixed-term basis to work one or more periods in each year (which may be a calendar year).

(b) During the periods of the calendar year that the Part-Year Employee is not required to perform work, the Part-Year Employee's employment contract will continue. However, with the exception of periods of approved paid leave, the Part-Year Employee will be deemed to be on unpaid leave for such periods. Such periods will not count as service for any purpose but will not break the continuity of service.

(c) In respect of the periods of work for which they are engaged, Part-Year Employees will be paid for hours worked on the same basis as comparable Full-time or Part-time Continuing Employees, as the case may be.

(d) Leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the Part-Year Employee during the periods of work for which the Part-Year Employee is engaged. The timing of taking annual leave and long service leave will be agreed between RMIT and the Part-Year Employee.

(e) Part-Year Employees will be entitled to the benefit of all public holidays that fall on days on which the Part-Year Employee would normally work during the part or parts of the year that the Part-Year Employee is engaged to work.

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

58.3 **Annualised Employees**

(a) "Annualised Employees" are Employees engaged on a Continuing or Fixed-term basis for a specific number of ordinary hours within any one year (which may be a calendar year).

(b) The time and manner in which the annual ordinary hours are rostered over the period of the year will be determined by the University in consultation with the Annualised Employee and can be rostered over a period of less than 52 weeks.

(c) For the purposes of payment, the total number of nominated annual hours will be averaged to provide the payment of salary on a fortnightly basis.

(d) Annualised Employees are entitled to receive the leave entitlements of a Full-time Employee on a proportional basis determined by the number of annualised ordinary hours required to be worked by the Annualised Employee within the year. The timing of taking annual leave and long service leave will be agreed between the University and the Annualised Employee.

(e) Annualised Employees are entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

(f) Annualised Employees are eligible for overtime in the same manner as Full-time Continuing Employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the Annualised Employee is engaged. There is no accrual of leave entitlements in respect of overtime hours.

(g) Where in any year, an Annualised Employee works in excess of the number of ordinary hours in the year for which they are engaged, they will receive payment for the approved additional ordinary hours. Any additional ordinary hours worked will be included in the calculation of leave entitlements.

(h) The University and the Annualised Employee may agree to alter the number of annualised ordinary hours for which the Annualised Employee is engaged. If the annualised hours are altered a reconciliation in respect of pay and hours will be made based on the date the change takes effect.

(i) If the Annualised Employee ceases employment before the end of the agreed annualised hours period, the hours paid must be reconciled against the hours worked to calculate any overpayment or underpayment of salary. Arrangements will then be made for extra payment or to obtain repayment from the Annualised Employee, as appropriate.

59. ALLOWANCES

Higher duties

59.1 A Professional Employee who is required to act at a higher classification for a period of 14 or more consecutive days (10 working days, with allowances for public holidays and approved leave) will be paid at the base of the higher classification rate during that period. Approved leave during this period will be paid at the higher rate.

59.2 Where a Professional Employee is required to act at a higher classification for periods that are not continuous but total more than 12 months, the Professional Employee will, upon the completion of each period totalling 12 months, be granted salary increments applicable to the higher position when performing those higher duties.

59.3 Where a Professional Employee who is required to act at a higher classification is permanently appointed to that position, the employee will receive increments as if the employee had been employed in that position from the commencement of those higher duties.

Travel and working away from home

*Intentions of th*is *clause*

59.4 RMIT will pay for reasonable costs associated with required travel.

59.5 The University will work with Professional Employees to ensure so far as reasonably practicable that travel, destinations and places of business are safe and without risks to health.

59.6 So far as practical, the timing of travel will be organised to meet the preferences of the Professional Employee.

59.7 In order to meet the University's operational requirements, a Professional Employee may be required to travel to campuses and/or other locations.

Same day travel

59.8 Same day travel is required travel which occurs during the course of a single workday where the Professional Employee commences and finishes the day at their permanent place of residence.

59.9 Same day travel is considered to be time worked and will count towards overtime. Professional Employees required to undertake day travel will be paid for the time spent travelling which is in excess of the time it would usually take for the Professional Employee to travel to and from their regular place of work and home.

Overnight travel

59.10 Overnight travel is all required travel which occurs when a Professional Employee is required to spend one or more nights away from their permanent place of residence.

59.11 Professional Employees will not receive payment for overnight travel for time spent travelling during a Professional Employee's ordinary hours of duty.

59.12 Overnight travel time is paid for at the Professional Employee's base rate of pay for time spent travelling outside of the ordinary hours of duty capped at 10 hours.

Working during a period of overnight travel

59.13 The provisions of **clauses 53, 55** and **57** will apply to work performed when on overnight travel.

59.14 Weekends and holidays do not affect overtime payments.

59.15 RMIT has the option to pay any Professional Employee overtime in lieu of TOIL.

59.16 The scheduling of work and travel will ensure reasonable rest breaks during and adjacent to overnight travel.

(a) There will be a break of at least 10 consecutive hours plus travelling time between the cessation of one period of duty and the requirement to commence the next period of duty.

(b) Where a Professional Employee is required by the University to resume or to continue working without having had a break of at least 10 consecutive hours plus reasonable traveling time, they will be paid at base rate plus 100% until they take such a break.

59.17 Professional Employees will be entitled to one day off work in seven when spending seven consecutive days or more working when on overnight travel. All work performed on the seventh consecutive day will be paid at the rate of base rate +100%.

On-call

59.18 To ensure that the University operates effectively at all times, Continuing or Fixed-term Professional Employees may need to be 'on-call' to perform duties relating to the provision of critical services.

59.19 On-call occurs when RMIT initiates the requirement for a Continuing or Fixed-term Professional Employee to be contactable and available to either respond to queries remotely (i.e. without attending the workplace) or to return to the workplace outside the ordinary hours of work per clause 53.45.

59.20 This clause will only apply to a Professional Employee authorised and rostered for an on-call requirement and will require the Professional Employee's agreement.

59.21 A Professional Employee rostered for on-call duty must remain fit for work, contactable and available to work remotely and/or be available for recall to the workplace or other specified location.

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

59.23 The "on-call allowance" will be a flat daily rate, which compensates a Professional Employee for their readiness for work. Daily on-call allowance rates are:

TABLE 59.1

	Rate from the first full pay period commencing on or after						
Day/Year	**1 June 2022**	**1 June 2023**	**1 June 2024**	**1 October 2024**	**1 June 2025**	**1 June 2026**	**1 December 2026**
Monday to Friday	$117.92	$121.46	$126.32	$127.58	$132.68	$137.99	$139.37
Saturday, Sunday or Holiday	$186.75	$192.35	$200.04	$202.05	$210.13	$218.54	$220.72

59.24 Shift penalties do not apply to on-call.

59.25 Where a Professional Employee is on-call and required to work remotely for a continuous period exceeding one hour, they will be paid for time worked beyond one hour at the appropriate overtime rate. Provisions in **clause 55.12** will not apply as remote access work is not considered recall to duty.

59.26 Where a Professional Employee is on-call and recalled to attend their workplace, **clause 55.12** applies.

59.27 Where a Professional Employee is on-call and recalled to the workplace more than twice a month, the Employee will receive subsequent re-call that month as TOIL having particular regard to occupational health, safety and welfare considerations.

59.28 Prior to on-call work being undertaken, the supervisor and the Professional Employee can agree to payment of overtime or accrual of TOIL. TOIL may be accumulated at any time and must be taken within one month of that work being performed. TOIL will be taken following approval by the supervisor. In cases where TOIL is unable to be taken within one month of being accrued, it will be paid as overtime in the next available pay period.

Overtime meal allowance

59.29 A Professional Employee will be entitled to an overtime meal allowance in accordance with **TABLE 59.2** on each of the following occasions:

(a) Weekdays: when the Professional Employee has worked approved overtime, beyond the ordinary hours of work, for more than two hours.

(b) Saturday and Sunday: when the Professional Employee has worked approved overtime for more than five hours.

TABLE 59.2

	Rate from the first full pay period commencing on or after						
Date	**1 June 2022**	**1 June 2023**	**1 June 2024**	**1 October 2024**	**1 June 2025**	**1 June 2026**	**1 December 2026**
Pay Increase	2%	3%	4%	1%	4%	4%	1%
Meal allowance	$22.37	$23.04	$23.96	$24.20	$25.17	$26.18	$26.44

59.30 The overtime meal allowance will not be paid where:

(a) RMIT provides a meal to the Professional Employee;

(b) the additional hours worked are worked part of a flexible working arrangement; or

(c) the Professional Employee can reasonably return home for a meal and then resume duty.

Leave to accompany a spouse in travel

59.31 Where a Professional Employee's spouse is employed at the University and the spouse is to travel whilst on long service leave or as part of an Employee development program or Professional Employee training or the spouse is required by the University to travel, the Employee will be entitled to leave without pay to accompany the spouse of the Employee provided that:

(a) the spouse is to travel overseas;

(b) leave will be granted only for the period to be spent by the spouse in traveling;

(c) leave will be granted on two occasions only, subject to the discretion of the Vice-Chancellor to grant further leave;

(d) such leave will take effect only after the Professional Employee's accrued long service leave and annual leave credits have been exhausted; and

(e) satisfactory evidence that the spouse is to travel overseas, together with the period and purpose of overseas travel, is submitted.

59.32 For the purpose of **clause 59.31**, a person with whom the Professional Employee has an established de facto relationship will be regarded as the spouse of the Professional Employee. A statutory declaration that there has been at least one year's association will be adequate to support a claim that there is an established de facto relationship.

60. CASUAL PROFESSIONAL EMPLOYEES

Casual Professional Employees

60.1 A Casual Professional Employee is engaged by the hour and paid on an hourly basis that includes a loading of 25 per cent in lieu of Agreement-based benefits for which a Casual Professional Employee is not eligible.

60.2 The parties recognise that Casual Employment is not in all circumstances an appropriate employment mode or a substitute for Fixed-term or Continuing Employment. The University will therefore not use Casual Employment in circumstances which require significant numbers of hours per week for the conduct of long term regular and systematic work.

60.3 In circumstances where the work is of a seasonal nature, Casual Employment may be an appropriate mode of employment and is permissible under this Agreement.

60.4 The University provides a range of benefits to casual employees, including an opportunity for eligible employees employed on a casual basis to convert to fixed term or continuing employment.

60.5 Nothing in this Agreement prevents an Employee from engaging in additional work as a Casual Professional Employee in work unrelated or identifiably different to the Employee's normal duties.

60.6 A Casual Professional Employee will be paid for a minimum of three hours for each attendance whether or not the time for which the person is hired is less than three hours except:

(a) where the Casual Professional Employee is a student who is expected to attend the University on that day in their capacity as a student, in which case the minimum period of engagement will be one hour;

(b) where the Casual Professional Employee has a primary occupation with the University, in which case the minimum period of engagement will be one hour; or

(c) where the Casual Professional Employee requests and the University agrees to an engagement of less than the minimum three hours.

60.7 A Casual Professional Employee will not be entitled to:

(a) TOIL;

(b) payment for any of the Holidays prescribed in **clause 24**; unless the Casual Professional Employee is required to work on such a day; or

(c) paid leave of any kind unless specified.

60.8 Casual Professional Employees will be paid within 21 days of the lodging of a valid claim for payment, which is a claim that is entered into the system and approved by the Relevant Delegated Authority.

Conversion process for eligible Casual Professional Employees

60.9 A Casual Professional Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

60.10 Upon appointment, the University will advise a Casual Professional Employee that, after serving qualifying periods, the Casual Professional Employee may have a right to apply for conversion and a copy of the conversion provisions will be made available to such a Casual Professional Employee.

Eligibility

60.11 To be eligible to apply for conversion to either Continuing or Fixed-term Employment, a Casual Professional Employee must be employed on a regular and systematic basis in the same or a substantially similar position in the same work unit either:

(a) over the immediately preceding period of 12 months, and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent Full-time Employee; or

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

60.12 For the purposes of this clause, occasional and short-term work performed by the Casual Professional Employee in another classification, job or work unit will not:

(a) affect the Casual Professional Employee's eligibility for conversion; or

(b) be included in determining whether the Casual Professional Employee meets or does not meet the eligibility requirements for conversion.

60.13 For the purposes of this clause, a 'work unit' refers to an organisational unit with control over the appointment and deployment of Casual Professional Employees within that unit (e.g. School/Department/Administrative Group). It will not include a larger organisational unit constituted by the aggregation of other such units.

Applying for conversion

60.14 A Casual Professional Employee may apply in writing when they meet the conversion criteria described in this clause. The University may refuse a formal application for conversion on reasonable grounds.

60.15 The University must determine an application for conversion either by offering conversion to Continuing or Fixed-term Employment, or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.

Mode of conversion

60.16 Conversion may be, but is not required to be, to Part-year or Annualised Employment. Conversion of a Casual Professional Employee to Part-year or Annualised Employment may occur where, by custom and practice, the work has been performed by Casual Professional Employees on such a basis.

60.17 The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of RMIT's operational requirements and the desirability of offering the Casual Professional Employee work which is as regular and continuous as is reasonably practicable, will be consistent with the Casual Professional Employee's engagement. Conversion of the Casual Professional Employee will occur at the classification level of the position/role. The offer of conversion will constitute an instrument of engagement and include the terms of engagement stipulated in **clause 6.2**.

60.18 A Casual Professional Employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

(a) that rejection is solely based on the ground that the Casual Professional Employee is performing work which will either cease to be required or will be performed by a non-Casual Professional Employee within 26 weeks (from the date of receipt of the Casual Professional Employee's application for conversion); and

(b) that ground ceased to apply.

60.19 For the purposes of **clause 60.18** above, an "application for conversion" includes any application made in accordance with this clause or in accordance with the provisions of the FW Act.

61. PROFESSIONAL EMPLOYEE CLASSIFICATIONS AND SALARIES

61.1 All Professional Employee positions, covered by Part 2B of this Agreement, will be classified according to the Professional Employee classification standards set out in this clause.

61.2 The classification system will provide a clear, transparent and consistent approach to classifying Professional Employee positions at RMIT whether they are new, vacant or existing positions with an incumbent.

Application for classification review

61.3 Application for classification review of a position may be made by a Continuing Employee, Fixed-term Employee or a regular Casual Employee no more than once in any 12-month period. Where a Professional Employee wishes to submit a reclassification application, the Professional Employee and

the supervisor/relevant senior leader will meet and discuss the requirements of the position. The supervisor/relevant senior leader will draft any agreed amendments to the proposed position description. The supervisor/relevant senior leader and Professional Employee may agree that the Professional Employee draft any agreed amendments to the proposed position description.

61.4 In circumstances where the supervisor/relevant senior leader and Professional Employee cannot agree on the content of the proposed position description, the Professional Employee may access the process outlined at **clause 61.7**.

61.5 For the avoidance of doubt, a supervisor/relevant senior manager cannot decline a reclassification request on the grounds of budgetary impacts.

61.6 Where there is no dispute as to the content of the proposed position description, the application will be submitted to the RMIT People Team for review. The incumbent's position classification submission will be reviewed by a suitably qualified member of the RMIT People Team who will assess the work value of the position rather than the performance of the incumbent, their workload or the financial circumstances of the work area and make a determination on the HEW level.

61.7 Where the supervisor and/or relevant senior leader does not agree with the content of the proposed position description or otherwise does not support the reclassification application made by the Professional Employee, and the Professional Employee believes this to be unreasonable, the Professional Employee may submit the application directly to the RMIT People Team, outlining the reasons why the review should proceed. The supervisor and/or relevant senior leader will be afforded the opportunity to provide a rationale and any supporting evidence as to why the reclassification is not supported. This will then be reviewed by a member of the RMIT People Team, who will take into account all evidence provided and make a decision to either proceed to reclassification review, as per the process set out in **clause 61.6** or deny the application.

61.8 Fair and reasonable timeframes will be adhered to throughout the reclassification process. A classification decision will normally be communicated to the Professional Employee and their supervisor within 30 days of the RMIT People Team receiving a review request.

61.9 Where the process results in the position being reclassified to a higher HEW level, the new classification level will take effect from the date the completed application is received by the RMIT People Team, or earlier date as approved by the Chief People Officer, or delegate.

61.10 Where, following determination by a member of the RMIT People Team of a Professional Employee's application for classification review, a Professional Employee is not satisfied with the outcome, they may raise a dispute per **clause 5** on the basis that they are not classified according to the Professional Employee classification standards set out in this clause, as required by **clause 61.1**.

61.11 Professional Employee classifications will be a standing agenda item of the Professional Employment Implementation Working Group.

HIGHER EDUCATION WORKER LEVEL 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, Labourer, Trainee for Level 2 duties.

Level of supervision

Close supervision or, in the case of more experienced Employee working alone, routine supervision.

Task level

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

HIGHER EDUCATION WORKER LEVEL 2

Training level or qualifications

Persons employed at Level 2 will typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, Security Patrol Officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other 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.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

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

Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

Persons employed at Level 3 will typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades of technical functions equivalent to:

- completion of a trades certificate; or
- completion of year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required.

Task level

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

Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In trades positions, apply the skills taught in a trade certificate including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical Assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and

- assist with the feeding and care of animals.

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

In clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application.

- Provide general clerical support to Employees within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel.

- Process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

Training level of qualification

Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with 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.

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

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

In library technician positions:

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

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in a faculty;
- plan and set up spreadsheets or data base applications; and
- provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

Training level or qualifications

Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

Judgement, independence and problem solving

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

- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and

- 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

- Operate a discrete unit within a library which may involve significant supervision or be the senior Employee in an outposted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role;

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and

- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

Training level or qualifications

Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;

- assist honours and postgraduate students with their laboratory requirements; and
- 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
- 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
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

Training level or qualifications

Persons employed at Level 7 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Typical activities

In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional 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 specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

Training level or qualifications

Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

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

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

The Employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or 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

Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activates and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

Training level or qualifications

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

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational knowledge

Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgement, independence and problem solving

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

Typical activities

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

PROFESSIONAL EMPLOYEE ANNUAL SALARY RATES

61.12 Salary rate adjustments are operative from the first full pay period to commence following the dates set out below.

61.13 Salary rates specified below will be paid on a pro-rata basis for Part-time Employees.

HEW Level/ Classification Code		1 June 2022	1 June 2023	1 June 2024	1 October 2024	1 June 2025	1 June 2026	1 December 2026
		2%	3%	4%	1%	4%	4%	1%
HEW Level 1	**1**	$50,643	$52,162	$54,248	$54,790	$56,982	$59,261	$59,854
	2	$51,655	$53,205	$55,333	$55,886	$58,121	$60,446	$61,050
	3	$52,694	$54,275	$56,446	$57,010	$59,290	$61,662	$62,279
HEW Level 2	**1**	$54,673	$56,313	$58,566	$59,152	$61,518	$63,979	$64,619
	2	$55,759	$57,432	$59,729	$60,326	$62,739	$65,249	$65,901
	3	$56,929	$58,637	$60,982	$61,592	$64,056	$66,618	$67,284
HEW Level 3	**1**	$57,551	$59,278	$61,649	$62,265	$64,756	$67,346	$68,019
	2	$58,698	$60,459	$62,877	$63,506	$66,046	$68,688	$69,375
	3	$59,871	$61,667	$64,134	$64,775	$67,366	$70,061	$70,762
	4	$61,071	$62,903	$65,419	$66,073	$68,716	$71,465	$72,180
	5	$62,292	$64,161	$66,727	$67,394	$70,090	$72,894	$73,623
	6	$63,538	$65,444	$68,062	$68,743	$71,493	$74,353	$75,097
HEW Level 4	**1**	$66,185	$68,171	$70,898	$71,607	$74,471	$77,450	$78,225
	2	$67,504	$69,529	$72,310	$73,033	$75,954	$78,992	$79,782
	3	$68,853	$70,919	$73,756	$74,494	$77,474	$80,573	$81,379
	4	$70,228	$72,335	$75,228	$75,980	$79,019	$82,180	$83,002
	5	$71,635	$73,784	$76,735	$77,502	$80,602	$83,826	$84,664

HEW Level 5	**1**	$71,937	$74,095	$77,059	$77,830	$80,943	$84,181	$85,023
	2	$73,376	$75,577	$78,600	$79,386	$82,561	$85,863	$86,722
	3	$74,838	$77,083	$80,166	$80,968	$84,207	$87,575	$88,451
	4	$76,344	$78,634	$81,779	$82,597	$85,901	$89,337	$90,230
	5	$77,864	$80,200	$83,408	$84,242	$87,612	$91,116	$92,027
	6	$79,424	$81,807	$85,079	$85,930	$89,367	$92,942	$93,871
	7	$81,009	$83,439	$86,777	$87,645	$91,151	$94,797	$95,745
	8	$82,634	$85,113	$88,518	$89,403	$92,979	$96,698	$97,665
HEW Level 6	**1**	$83,445	$85,948	$89,386	$90,280	$93,891	$97,647	$98,623
	2	$85,117	$87,671	$91,178	$92,090	$95,774	$99,605	$100,601
	3	$86,814	$89,418	$92,995	$93,925	$97,682	$101,589	$102,605
	4	$88,554	$91,211	$94,859	$95,808	$99,640	$103,626	$104,662
	5	$90,325	$93,035	$96,756	$97,724	$101,633	$105,698	$106,755
HEW Level 7	**1**	$92,076	$94,838	$98,632	$99,618	$103,603	$107,747	$108,824
	2	$93,923	$96,741	$100,611	$101,617	$105,682	$109,909	$111,008
	3	$95,797	$98,671	$102,618	$103,644	$107,790	$112,102	$113,223
	4	$97,713	$100,644	$104,670	$105,717	$109,946	$114,344	$115,487
	5	$99,667	$102,657	$106,763	$107,831	$112,144	$116,630	$117,796
HEW Level 8	**1**	$103,583	$106,690	$110,958	$112,068	$116,551	$121,213	$122,425
	2	$105,660	$108,830	$113,183	$114,315	$118,888	$123,644	$124,880
	3	$107,773	$111,006	$115,446	$116,600	$121,264	$126,115	$127,376
	4	$109,927	$113,225	$117,754	$118,932	$123,689	$128,637	$129,923
	5	$112,121	$115,485	$120,104	$121,305	$126,157	$131,203	$132,515
	6	$114,370	$117,801	$122,513	$123,738	$128,688	$133,836	$135,174
	7	$116,653	$120,153	$124,959	$126,209	$131,257	$136,507	$137,872

HEW Level 9	**1**	$120,849	$124,474	$129,453	$130,748	$135,978	$141,417	$142,831
	2	$123,272	$126,970	$132,049	$133,369	$138,704	$144,252	$145,695
	3	$125,737	$129,509	$134,689	$136,036	$141,477	$147,136	$148,607
	4	$129,483	$133,367	$138,702	$140,089	$145,693	$151,521	$153,036
HEW Level 10A	**1**	$135,206	$139,262	$144,832	$146,280	$152,131	$158,216	$159,798

62. PROFESSIONAL EMPLOYMENT IMPLEMENTATION WORKING GROUP

62.1 RMIT will establish, as soon as reasonably practicable following the Commencement Date, a Professional Employment Implementation Working Group to monitor the operation of this Part over the life of the Agreement.

62.2 The Professional Employment Implementation Working Group will comprise equal representation from RMIT and the NTEU as follows:

(a) Chief Operations Officer (or their nominee) (Chair);

(b) two RMIT management nominees;

(c) NTEU RMIT Branch President (or their nominee); and

(d) two NTEU Professional Employee nominees.

62.3 The Professional Employment Implementation Working Group will discuss matters relating to the implementation and application of terms of this Agreement that relate to Professional Employees (including Casual Employees). The Professional Employment Implementation Working Group will develop its terms of reference and operating procedures at the first meeting.

62.4 RMIT or the NTEU may invite a specialist or an Employee who is impacted by a matter which is the subject of discussions to provide insights or perspectives.

62.5 NTEU nominees of the Professional Employment Implementation Working Group will be provided time release to attend Professional Employment Implementation Working Group meetings.

62.6 Meetings will be held at least once every quarter, with nothing precluding RMIT and the NTEU agreeing to meet on a more regular basis. RMIT or the NTEU may request an additional meeting(s) and such a request will not be unreasonably refused having regard to all the circumstances.

PART C - SENIOR, SPECIALIST AND EXECUTIVE EMPLOYMENT

63. SENIOR, SPECIALIST AND EXECUTIVE EMPLOYEES

Engagement as a Senior, Specialist and Executive Employee

63.1 "Senior, Specialist and Executive Employees" (**SSEEs**) are Employees covered by this Agreement who are:

(a) Academic Employees, whose contract of employment provides for a base salary of not less than 15% above the rate of pay for an Academic Level E1 as set out in **clause 49**; or

(b) Professional Employees, whose contract of employment provides for a base salary of not less than 15% above the rate of pay for a Professional Employee HEW10, as set out in **clause 61**.

Provisions of employment

63.2 The University may engage SSEEs on a continuing, fixed term or casual contract of employment at its absolute discretion. That contract may include a period of probation as agreed between the University and the Employee.

63.3 SSEEs are covered by this Agreement. However, the University may determine not to apply the following clauses to a SSEE:

Chapter 1

- **Clauses 15.9 - 15.11** (Annual Leave Loading);
- **Clauses 8.1 - 8.18** (Remuneration);
- **Clause 33** (Redundancy, Redeployment and Retrenchment);
- Part B (Engagement under this Agreement); and
- Part H (Unsatisfactory Performance, Misconduct and Serious Misconduct).

63.4 The following clauses do not apply to SSEEs:

Chapter 2

- Parts A and B.

Fixed-term engagements

63.5 A fixed-term contract made in accordance with this Part is terminable by the University with a payment equivalent to six months' salary, or the balance of the contract, whichever is the lesser.

63.6 Subject to the limitations in the FW Act, where the University elects to renew a Fixed-term Employee in an SSEE position, the Employee has the right to apply for that position, however the decision to renew or not renew the contract will reside with the University.

63.7 An SSEE engaged as a Fixed-term Employee is entitled to a minimum of five weeks' notice of the University's intention to renew, or not to renew, employment with the SSEE upon the expiry of the contract.

SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of RMIT UNIVERSITY

Signature .....

Name Alexander (Alec) John Cameron

Title Vice-Chancellor and President

Address 124 LaTrobe Street, Melbourne Victoria

.....

Date 22 October 2024

IN THE PRESENCE OF

Witness Signature .....

Witness Name Jason Verachad Nyanrirvadhana

Date 22 October 2024

SIGNED for and on behalf of the NATIONAL TERTIARY EDUCATION UNION

Signature .....

Name Damien Cahill

Title General Secretary

Address 1/120 Clarendon Street, South Melbourne VIC 3205

.....

Date 24 October 2024

IN THE PRESENCE OF

Witness Signature .....

Witness Name Renee Veal

Date 24 October 2024