

**RMIT University
Academic & Professional Staff
Enterprise Agreement 2014**

PART A OPERATION OF THE AGREEMENT

1. TITLE

- 1.1 This Agreement will be known as the RMIT University Academic and Professional Staff Enterprise Agreement 2014 (“**Agreement**”).

2. ARRANGEMENT

PART A OPERATION OF THE AGREEMENT 1

1.	TITLE	1
2.	ARRANGEMENT	1
3.	DEFINITIONS	2
4.	OPERATION OF AGREEMENT	3
5.	PARTIES BOUND	3
6.	RELATIONSHIP TO AWARDS, CERTIFIED AGREEMENTS AND AGREEMENTS	4
7.	ACCESS TO AGREEMENT	4
8.	VARIATION OF AGREEMENT	4
9.	WORKPLACE FLEXIBILITY ARRANGEMENTS	4
10.	MODE OF EMPLOYMENT	6
11.	FIXED TERM EMPLOYMENT	7
12.	SEASONAL EMPLOYMENT, PART-YEAR EMPLOYMENT & ANNUALISED HOURS EMPLOYMENT	10
13.	REQUIREMENT TO STATE TERMS OF ENGAGEMENT	12
14.	SPECIAL CONDITIONS OF EMPLOYMENT FOR 'PERFORMANCE BASED CONTRACT EMPLOYEES'	12
15.	ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT STRATEGY	13

PART C WORKPLANNING, STAFF DEVELOPMENT & MANAGING PERFORMANCE 15

16.	WORKLOADS	15
17.	STAFF DEVELOPMENT	18
18.	TEACHING EVALUATIONS FOR ACADEMIC STAFF	19

PART D CONSULTATION, INTRODUCTION OF CHANGE, REDUNDANCY, DISCIPLINE & TERMINATION 20

19.	CONSULTATION ON WORKPLACE ISSUES	20
20.	CONSULTATION ON ENVIRONMENTAL SUSTAINABILITY	20
21.	AGREEMENT IMPLEMENTATION MONITORING COMMITTEE	20
22.	DISPUTE SETTLING PROCEDURE	21
23.	SECURITY OF EMPLOYMENT	21
24.	INTRODUCTION OF MAJOR CHANGE	21
25.	REDUNDANCY & REDEPLOYMENT	22
26.	VOLUNTARY REDEPLOYMENT	25
27.	VOLUNTARY EARLY RETIREMENT	26
28.	DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT	26
29.	DISCIPLINARY PROCEDURES	26

PART E REMUNERATION, ALLOWANCES & RELATED ASSISTANCE 32

30.	SALARY INCREASES	32
31.	PAYMENT OF SALARY	32
32.	REMUNERATION PACKAGING	32
33.	SUPERANNUATION	33
34.	ACCIDENT MAKE-UP PAY	34
35.	JOURNEY PERSONAL ACCIDENT INSURANCE	35
36.	TRAVEL AND WORKING AWAY FROM HOME	35
37.	DOMESTIC VIOLENCE	37

PART F LEAVE ARRANGEMENTS 38

38.	LEAVE DEFINITIONS	38
39.	RECOGNITION OF PRIOR SERVICE	38
40.	LEAVE TO COUNT AS SERVICE	38

41.	PRO-RATA PAYMENT	38
42.	ANNUAL LEAVE.....	38
43.	PERSONAL / CARER'S LEAVE.....	39
44.	COMPASSIONATE LEAVE.....	40
45.	LONG SERVICE LEAVE	41
46.	PARENTAL LEAVE	42
47.	OTHER LEAVE.....	44
48.	FORTY- EIGHT/FIFTY-TWO (48/52) WEEK EMPLOYMENT CYCLE	45
49.	CHRISTMAS CLOSEDOWN	46
50.	HOLIDAYS.....	46
PART G ACADEMIC EMPLOYEES EMPLOYMENT ARRANGEMENTS		47
51.	THE ROLE AND RIGHTS OF ACADEMIC EMPLOYEES AND VALUES OF THE UNIVERSITY	47
52.	ACADEMIC STAFF SUPERVISION.....	47
53.	PROBATIONARY EMPLOYMENT	48
54.	PRINCIPLES OF ACADEMIC STAFF RESOURCING AND AVAILABILITY	48
55.	PRINCIPLES OF CASUAL ACADEMIC STAFF RESOURCING AND COLLEGIALLY	48
56.	SECURE EMPLOYMENT	49
57.	ACADEMIC PROMOTION.....	50
58.	TERMINATION OF EMPLOYMENT ON GROUNDS OF ILL HEALTH	51
PART H PROFESSIONAL STAFF EMPLOYMENT ARRANGEMENTS		52
59.	DEFINITIONS	52
60.	PROFESSIONAL STAFF CLASSIFICATIONS	52
61.	CASUAL EMPLOYEE.....	52
62.	CONVERSION PROCESS FOR ELIGIBLE CASUAL PROFESSIONAL EMPLOYEES	53
63.	ORDINARY HOURS OF DUTY	54
64.	OVERTIME	54
65.	MEAL BREAKS	56
66.	OVERTIME MEAL ALLOWANCE	56
67.	SHIFTWORK	57
68.	ON-CALL DUTY	58
69.	TRANSPORT OF EMPLOYEES AFTER UNROSTERED SHIFTS OR OVERTIME.....	58
70.	HIGHER DUTIES ALLOWANCE.....	59
71.	SPECIAL ALLOWANCES	60
72.	LEAVE TO ACCOMPANY A SPOUSE IN TRAVEL.....	60
73.	TRADE APPRENTICE RATES	61
SCHEDULE 1. ACADEMIC EMPLOYEES CLASSIFICATIONS & SALARIES		62
1.	MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL).....	62
2.	TEACHING & RESEARCH ACADEMIC STAFF CLASSIFICATIONS.....	62
3.	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)	63
4.	ACADEMIC SALARIES	65
5.	CASUAL / SESSIONAL ACADEMIC STAFF – HOURLY RATES	66
SCHEDULE 2. PROFESSIONAL EMPLOYEES CLASSIFICATIONS & SALARIES		70
1.	PROFESSIONAL STAFF CLASSIFICATIONS	70
2.	PROFESSIONAL STAFF – ANNUAL SALARY RATES	84
SCHEDULE 3. TRAINEESHIP EMPLOYEES		85
1.	DEFINITIONS	85
2.	TRAINING CONDITIONS	86
3.	EMPLOYMENT CONDITIONS.....	86
4.	WAGES	87
5.	PART-TIME TRAINEESHIPS	88
APPENDIX 1. CLAUSE 50 REDUNDANCY AND REDEPLOYMENT FROM THE ACADEMIC AND PROFESSIONAL STAFF UNION COLLECTIVE AGREEMENT 2010		90

3. DEFINITIONS

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

"Aboriginal and Torres Strait Islander" (ATSI) 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 his or her Aboriginal or Torres Strait Islander community.

"Act" means the Fair Work Act 2009.

"Agreement" means the RMIT University Academic and Professional Staff Enterprise Agreement 2014.

"Chosen Representative" means a person chosen by the employee, where they elect to be represented in relation to a specific matter under this Agreement. The Chosen Representative may be, for example, a colleague, an NTEU representative or a support person. The Chosen Representative for the Vice Chancellor may be an RMIT University employee or an officer or employee of Australian Higher Education Industrial Association (AHEIA). The Chosen Representative cannot be a person who is currently a practicing solicitor or barrister.

"Domestic Violence" is defined according to the *Family Violence Protection Act 2008* (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.

"FWC" means Fair Work Commission or its successor.

"Employee" means a person employed under this Agreement.

"Holiday" means any or all of the holidays specified in clause 50 of this Agreement.

"Full rate of pay" means the base rate of pay plus all actual loadings, allowances, and other payments which would/will apply if/when the employee works the period in question.

"Parental Leave" means maternity leave, adoption leave, permanent carer or partner leave.

"Permanent Care" means an arrangement where a child is placed through a Permanent Care Program by the Department of Human Services.

"Professional Staff" means professional, administrative, clerical, computing, technical and trades staff of the University covered by the terms of this Agreement.

"Supervisor" means, in the case of an academic, the head of the academic unit in which the academic is employed, or another academic classified at Level C or above appointed by the Vice-Chancellor to be supervisor of one or more academics or a group of academics, and in the case of a professional staff employee, the person they are accountable to under their workplan.

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

"University" means RMIT University.

"Vice-Chancellor" means the Vice-Chancellor of RMIT University or her or his nominee.

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

4. OPERATION OF AGREEMENT

4.1 This Agreement will come into force seven days after approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2017.

5. PARTIES BOUND

5.1 This Agreement has been negotiated between the University and the NTEU, who are parties to the Agreement.

- 5.2 This Agreement will be binding according to its terms on:
- The University; and
 - Academic and professional staff employed by the University.
- 5.3. This Agreement does not apply to the Vice-Chancellor, the Executive Director TAFE and staff who are covered by any of the following Agreements or their successors:
- (a) Royal Melbourne Institute of Technology Senior Executive Staff Enterprise Agreement 2006;
 - (b) RMIT University Children's Services Enterprise Agreement 2014;
 - (c) Victorian TAFE Teaching Staff Multi-Business Agreement 2009;
 - (d) RMIT University Defence Aeroskills Training Academy (Wagga Wagga) Enterprise Agreement 2013.

6. RELATIONSHIP TO AWARDS, CERTIFIED AGREEMENTS AND AGREEMENTS

- 6.1 This Agreement encompasses and is in full and final settlement of all matters provided for herein during its operation. The parties agree to commence negotiations no later than three months prior to the nominal expiry date of the agreement.
- 6.2 This Agreement supersedes, operates to the exclusion of and wholly replaces any previous certified agreements, Awards of Australian Industrial Relations Commission, Fair Work Australia or the Fair Work Commission and any industrial agreements which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement unless specifically referred to in this Agreement.

7. ACCESS TO AGREEMENT

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

8. VARIATION OF AGREEMENT

- 8.1 This Agreement may only be varied in accordance with the provisions of the Fair Work Act 2009 or its successor.

9. WORKPLACE FLEXIBILITY ARRANGEMENTS

- 9.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009.
- 9.2 An employee and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement which will be confined to one or more of the following matters:
- (a) Allowing for the ordinary hours, Monday to Friday, of the employee to fall outside the span of hours in clause 63, with the provisions of clause 67 not to apply, provided that:
 - (i) the flexibility arrangement specifies alternative ordinary hours of work for that employee
 - (ii) any reference to "ordinary hours" in clause 64 will be taken to be a reference to the "ordinary hours" specified in the Flexibility Agreement
 - (iii) Clause 64 applies to the employee's ordinary hours as redefined.

- 9.3 The University must ensure that:

- (a) the arrangement meets the genuine needs of the University and the employee in relation to one or more of the matters mentioned in clause 9.2.
- (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, providing that there is no requirement for the consent of a third party to the arrangement as specified in section 203(5) of the Fair Work Act 2009.
- (e) the employee and their representative must have at least three working days to consider the proposal.
- (f) the employee is provided with a copy of the written agreement and a copy of that agreement is retained as a time and wages record.

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

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.5 The University must ensure that the individual flexibility arrangement:

- (a) is provided in writing to the employee within 14 days after it is agreed; and
- (b) includes the name of RMIT and of the employee; and
- (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 the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

9.6 The University or the employee may terminate the agreement:

- (a) by giving no more than 13 weeks written notice of termination to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the University and the individual employee.

9.7 The University will report annually to the Agreement Implementation Monitoring Committee the number and type of flexibility arrangements that are made in accordance with this clause, together with the classification level and gender of the applicants.

PART B CONTRACT OF EMPLOYMENT

10. MODE OF EMPLOYMENT

10.1 The University will only engage an employee on terms that correspond with one or other of the types of employment prescribed in this clause and in accordance generally with this Agreement.

10.2 An employee may be employed on the following basis:

(a) Continuing Employment

- (i) Continuing employment means all full-time or part-time employment other than employment of a fixed-term or casual basis. Seasonal Employees, Part-Year Employees and Annualised Hours Employees as defined are exclusively dealt with at clauses 12.2 and 12.3.

(c) Fixed Term Employment

- (i) This clause is read in conjunction with clause 11.
- (ii) Fixed term employment means employment for a specified term or ascertainable period.
- (iii) The contract for this employment will specify the starting and finishing dates of that employment, or in lieu of a finishing date, will specify the circumstance(s) which would lead to the expiration of employment.
- (iv) Nothing in this Agreement prevents the University paying out the balance of a contract where the terms of the contract are not being fulfilled.

(b) Part-time Employment

- (i) Part-time employment means employment 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.

(d) Casual Employment

- (i) An employee engaged on a casual basis 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 employee is not eligible.
- (ii) Nothing in this Agreement prevents an employee engaging in additional work as a casual employee in work unrelated or identifiably different to the employee's normal duties.
- (iii) 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.
- (iv) The University provides a range of benefits to casual staff, including an opportunity for eligible staff employed on a casual basis to convert to fixed term or continuing employment.
- (v) 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.

11. FIXED TERM EMPLOYMENT

11.1 Without derogating from any entitlement under the employee's contract or under a provision contained in this Agreement applicable to the employee on account of the employee's continuous service, a fixed term contract employee, other than an apprentice or trainee, will be entitled to incremental advancement, notice, and severance as detailed in this clause.

11.1.1 A fixed term employee, who has a period of continuous service in a classification which has an incremental structure, will be entitled to progress through that structure in the same way as an employee engaged as a continuing employee in the same or similar classification under the Agreement.

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

- (a) **Apprenticeship or Traineeship:** An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.
- (b) **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 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 employee's position or substantially the same position continue beyond a three year period, the employee will be offered that work for the period that it will continue or on a continuing basis.
- (c) **Early Career Development Fellowships:** An Early Career Development Fellowship is a standard teaching and research academic position for a fixed term of up to three years appointed in accordance with clause 56.4.
- (d) **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 staff 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 employment include an undertaking that should the program/s continue beyond a three year period, the employee, subject to demonstrated satisfactory performance, will be offered employment on a continuing basis.
- (e) **Performance Based Contract Employees:** The University may employ on a fixed term contract of employment a performance based contract employee in accordance with Clause 14.
- (f) **Post-retirement contract:** Where the employee has entered into a Post-retirement contract following normal retirement and where the employee has accessed superannuation benefits (or equivalent).
- (g) **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 her or his intention to retire, provided that the use of fixed-term employment for this purpose will not exceed five years.

- (h) **Professional Experience Program:** The University may offer fixed term employment for professional staff 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 cap of 15 at any one time. Aboriginal and Torres Strait Islander RMIT graduates will not be subject to this cap.
- (i) **Recent professional practice required:** Where a course or program in 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 paragraph sub-clause, professional practice will be considered as “recent” only when it has occurred within the previous two years.
- (j) **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 authorised leave of absence or takes a temporary reduction in time fraction or is temporarily seconded away from her or his usual work area; or
 - (ii) Perform the duties of:
 - (aa) a vacant position for which RMIT has made a definite decision to fill and has commenced recruitment action; or
 - (bb) 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
 - (cc) a vacant position in an area which is being restructured 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.
- (k) **Research:** Research means work activity by a person engaged on research-only functions for a fixed term contract period not exceeding five years.
- (l) **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.
- (m) **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 sub-clause, 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 contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

- (ii) fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertakes the studentship.

11.2 Where the University has made a determination to continue the position on either a further fixed term basis or a continuing basis, the employee will be given further employment in the fixed term or continuing position provided the employee was not employed in the category of 11.1.2 (f) or (i) and was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level and in the case of academic positions, the employee meets the requirements of the Minimum Standards for Academic Levels (MSALs) at the appropriate level.

11.3 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.

11.4 The University will provide to a fixed term employee, who is employed in a position required for the circumstances described in clause 11.1.2 (d), (j), (k), (l) or (m) a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice will be the greater of:

- (a) Any contractual entitlement to notice of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract; or
- (b) Notice according to employee's continuous service as detailed in the table below.

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

- (c) In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.
- (d) 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 sub clause, it will be sufficient compliance with this sub clause 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.

11.5 A fixed term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to severance payment, in accordance with clause 11.7, if:

- (a) the employee is employed on a second or subsequent fixed term contract for the circumstances described in clause 11.1.2 (d), (k), (l), and the same or substantially similar duties are no longer required by RMIT; or
- (b) the employee is employed on a fixed term contract position required for the circumstances described in clause 11.1.2 (d), (k), (l) but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

- 11.6 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.
- 11.7 Severance payment entitlements for fixed term employees subject to clause 11.5 above will be calculated for a period of continuous service as follows.

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

- 11.8 A fixed term employee required to do work for the circumstances described in sub clause 11.1.2 (a), (b), (c), (e), (f), (g), (h), (i), (j), (m) whose contract of employment is not renewed is not entitled to a severance payment.
- 11.9 A fixed term employee will be entitled to the same terms and conditions of employment as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.
- 11.10 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.
- 11.11 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

12. SEASONAL EMPLOYMENT, PART-YEAR EMPLOYMENT & ANNUALISED HOURS EMPLOYMENT

- 12.1 This clause applies to professional staff converted from casual employment to seasonal employment, and to part-year or annualised hours of work in accordance with clause 62 of this Agreement.

12.2 Seasonal Employees or Part-Year Employees

- (a) Seasonal Employees or Part-Year Employees are employees appointed on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by RMIT consistent with clause 62 of the Agreement, or as subsequently varied by individual agreement with the Seasonal Employee or Part-Year Employee.
- (b) During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.
- (c) In respect of the periods or seasons of work for which they are engaged, part year or seasonal employees will be paid on the same basis as comparable full-time or part-time continuing employees, as the case may be.

- (d) Annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the employee during the periods or seasons of work for which the Seasonal Employees or Part-Year Employees are engaged. The timing of taking annual leave and long service leave will be determined by RMIT, in consultation with the employee.
- (e) Seasonal Employees and Part-Year Employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season, or seasons that the employee is engaged to work.
- (f) In the event that the employment of a Seasonal Employee or Part-Year Employee ceases, for whatever reason, and the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to RMIT as at the date of termination. RMIT may off-set any such amounts against any entitlements owing to the employee at the time of termination.

12.3 Annualised Hours Employees

- (a) "Annualised Hours 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) consistent with clause 62 of this Agreement or as subsequently varied by agreement with the Annualised Hours Employee.
- (b) Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of RMIT 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 Hours 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 employee within the year. The timing of taking annual leave and long service leave will be determined by RMIT, in consultation with the employee.
- (e) Annualised Hours Employees are entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.
- (f) Annualised Hours Employees are eligible for overtime in the same manner as full-time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.
- (g) Where in any year, an Annualised Hours Employee works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
- (h) In the event that the number of annualised ordinary hours for which the employee is engaged is altered by agreement then the University and the Annualised Hours Employee will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.
- (i) In the event that the employment of an Annualised Hours Employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee will be performed.
- (j) If the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, then that payment will be repaid by

the employee to RMIT as at the date of termination. RMIT may off-set any such amounts against any entitlements owing to the employee.

- (k) If an employee has performed work for which he/she has not yet received pay by RMIT, then RMIT will pay to the employee such amount as at the date of termination.

13. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

13.1 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) The classification level and salary of the employee, other than a casual employee, 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) The term of employment in relation to a fixed-term employee, and the circumstances that require this type of employment in accordance with clause 11.1.2.
- (c) The duties and number of hours required to be worked, the rate of pay, any additional duties required during the term and how these will be paid, the method for seeking a review of hours allocated, and the opportunity to apply for conversion to fixed term or continuing employment for the employee.

13.2 A casual academic employee will be advised via the instrument of appointment the number of hours, the level and the rate of pay for the work for which they are engaged, including as relevant:

- (a) Conduct of academic classes (includes associated non-contact duties);
- (b) Responsibility for course coordination;
- (c) Development of learning materials;
- (d) Consultation with students;
- (e) Assessment of student work;
- (f) Attendance at meetings organised by the School; and
- (g) Training required by the University.

13.3 Where an academic casual employee, having commenced their duties, considers that the work is likely to require more hours to complete than were initially allocated in accordance with clause 13.2 the number of hours will be re-negotiated between the casual employee and the supervisor. In the event that agreement cannot be reached, the Head of School is authorised to make a determination. Any new hours will be paid at the appropriate rate specified in Schedule 1 clause 5.2.

14. SPECIAL CONDITIONS OF EMPLOYMENT FOR 'PERFORMANCE BASED CONTRACT EMPLOYEES'

14.1 A "performance based contract employee" (PBCE) is an employee defined as follows:

- (a) An Academic Employee, engaged in a position other than Dean / Head of School, and whose contract of employment will provide for a total fixed remuneration excluding salary leave loading not less than \$198,996 per annum, or such greater threshold amount as provided in sub clause 14.9; or
- (b) A Professional Employee whose contract of employment provides a total fixed remuneration excluding salary leave loading of not less than \$158,939 per annum, or such greater threshold amount as provided in sub clause 14.9.

- 14.2 For the purposes of this clause “total fixed remuneration” means the sum of salary, employer superannuation contributions and salary leave loading together with the cost of other benefits as part of an employee’s remuneration package.
- 14.3 For the purposes of this clause “salary” for a PBCE is the total fixed remuneration less employer superannuation contributions and salary leave loading. This amount is used for the purposes of calculating termination payments for untaken annual leave, untaken long service leave or other termination entitlements.
- 14.4 For the purposes of this clause, “superannuable salary” for a PBCE is the notional salary on which superannuation contributions are based.
- 14.5 Notwithstanding clause 10.2, a fixed term contract made in accordance with Clause 14 are terminable by the University with a payment equivalent to six months salary or the balance of the contract whichever is the lesser.
- 14.6 PBCE’s are covered by this Agreement. However, the University may determine not to apply the following clauses to a PBCE.
- (a) Clause 10.2 (c) Fixed Term Employment;
 - (b) Clause 42.9 Annual Leave Loading;
 - (c) Clause 28 Disciplinary Action and Termination of Employment;
 - (d) Clause 29 Disciplinary Procedures;
 - (e) Clause 25 Redundancy and Redeployment; and
 - (f) Clause 53 Probationary Employment.
- 14.7 The University may engage a PBCE on a fixed term contract of employment that includes a period of probation as agreed between the University and the employee.
- 14.8 A PBCE engaged on a fixed term contract is entitled to a minimum of four weeks notice of the University’s intention to renew, or not to renew, employment with the employee upon the expiry of the contract.
- 14.9 The benchmark annual total fixed remuneration, excluding leave loading, of \$198,996 and \$158,939, for the purposes of defining a performance based contract employee described in clause 14.1 above, will apply from the commencement of this Agreement, and will be increased on the dates and by the percentages specified for the salary movements contained in clause 30.

15. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT STRATEGY

- 15.1 RMIT is committed to increasing the number of Aboriginal and Torres Strait Islander staff employed during the life of this Agreement.
- 15.2 RMIT will continue to implement an Aboriginal and Torres Strait Islander Employment Strategy as developed and maintained by the Aboriginal and Torres Strait Islander Employment Advisory Committee (howsoever named), and it will be in keeping with the spirit and principles outlined in the Yalca Policy and the Toorong Marnong Accord.
- 15.3 As at 1 January 2013 there were 14 Aboriginal and Torres Strait Islander staff employed by RMIT. RMIT will increase this number by at least 10 EFT by end of 2015 and aims to appoint 15 EFT by end of 2016. This will be achieved in accordance with the following schedule:
 There will be 2 EFT positions appointed in 2013;
 There will be 4 EFT positions appointed in 2014;
 There will be 4 EFT positions appointed in 2015;
 There will be 5 EFT positions appointed in 2016.
- 15.4 The intent is that appointments will be in a wide range of roles and in key areas that may include:
- (a) Policy development and implementation;
 - (b) Management and provision of ATSI student support and recruitment services;

(c) Teaching, Learning and Research;

(d) Community liaison.

- 15.5 As part of its ATSI Employment Strategy, RMIT will advertise and appoint academic staff. If an ATSI student is enrolled in a PhD, then they may be offered engagement on a full-time, continuing basis as a Level A Academic in their relevant discipline. However, if the student expresses a preference for part-time employment they shall be offered part-time employment with the right to convert to a full-time position upon the completion of their PhD or Masters by Research studies.

Any ATSI PhD candidate appointed to an academic position 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.

- 15.6 RMIT will directly support the implementation of its ATSI Employment Strategy with the appointment of a Senior Coordinator Indigenous Employment and by providing central funding to facilitate the initial employment of some academic Aboriginal and Torres Strait Islander employees.
- 15.7 RMIT will directly support the employment strategy by continuing to provide a culturally appropriate governance structure in the form of an ATSI Advisory Committee of appropriate composition to oversee the strategy.

PART C WORKPLANNING, STAFF DEVELOPMENT & MANAGING PERFORMANCE

16. WORKLOADS

16.1 Workload Principles Applying to Academic and Professional Staff

- 16.1.1 Workloads will be realistic, reasonable, transparent and manageable.
- 16.1.2 Full time workloads can be achieved in the equivalent of a 36-hour week over 46 weeks a year (52 weeks of the year, less authorised leave and University holidays). This amounts to 1656 hours.
- 16.1.3 Staff will not be required to work excessive or unreasonable hours.
- 16.1.4 Work allocation for a staff member will be determined by the supervisor in consultation with the staff member in accordance with the provisions of this clause.
- 16.1.5 Staff and managers must participate in a professional and cooperative way in the workloads allocation and workplanning processes.
- 16.1.6 For Professional Staff, hours of work are subject to the provisions of clause 63.
- 16.1.7 Staff are able to raise and have properly considered legitimate issues relating to their work allocation.

16.2 Academic Workload Framework

- 16.2.1 This sub-clause does not apply to professional staff or casual academic staff.
- 16.2.2 Within the annual 1656 hours, the University will ensure that:
 - a) academic staff members will normally have a minimum of 30% of their workload each year in which to undertake a combination of research, scholarship and professional activities resulting in outcomes that are specified in their approved workplan. This is equivalent to 14 weeks a year for a full-time workload.
 - b) academic staff members will normally not be required to:
 - i. teach in more than 24 weeks over a 12-month period, unless either:
 - a) it is agreed by the employee; or
 - b) it has been directed by the manager in the case where the employee did not substantially achieve the outcomes agreed in their previous year's workplan.
 - ii. teach more than four consecutive hours without a break.
 - c) academic staff members will not be required to:
 - i. coordinate more than three courses per semester.
 - ii. commence teaching within ten hours of the conclusion of a teaching session, or other directed duties, conducted on the previous day.
 - d) class size for tutorials, seminars and laboratory groups will be reasonable taking into account such factors as the nature of the activity, safety requirements, and availability of teaching facilities.
 - e) level A academic staff will not have sole responsibility for the design and delivery of courses.

16.3 Academic Workload Model Committees

16.3.1 This sub-clause does not apply to professional staff or casual academic staff.

16.3.2 An Academic Workload Model Committee, which includes relevant academic managers and elected staff 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.

16.3.3 The process of developing these models will ensure that:

- (a) Relevant documentation is open to scrutiny and discussion and review by all affected staff.
- (b) An Academic Workload Model is in place by the end of November in the preceding year.
- (c) Copies of each Academic Workload Model will be readily available to staff affected.

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

16.4 Academic Workload Models

16.4.1 This sub-clause does not apply to professional staff and casual academic staff.

16.4.2 Relevant managers in consultation with staff will ensure that each particular school or discipline area has a published Academic Workload Model reflecting the requirements of this clause.

16.4.3 The academic employee's workload will be established in accordance with the appropriate Academic Workload Model.

16.4.4 The Academic Workload Model will conform with the Academic Workload Framework provisions of this clause and will require supervisors to:

- (a) ensure that academic staff members have sufficient and reasonable time to perform their allocated activities, whether in:
 - i. Teaching and teaching related activities;
 - ii. Research, scholarship and professional activities; and
 - iii. Leadership and administration.

16.4.5 The Academic Workload Model will:

- (a) be clear and transparent.
- (b) be based on a fair estimate of the required time to perform teaching and teaching related tasks at a professional standard.
- (c) address the following teaching-related elements where relevant:
 - i. preparation of teaching materials for face-to-face, online and other modes of delivery;
 - ii. unit and course development, including online, off-campus and offshore learning materials;
 - iii. Delivery of lectures, tutorials, lectorials and studio sessions in face-to-face, online and other modes;

- iv. Delivery of laboratory classes, practicums, studio, performance and clinical sessions;
 - v. Community-based teaching;
 - vi. Supervision of honours and post-graduate projects;
 - vii. Supervision of undergraduate coursework projects;
 - viii. Preparing, marking, moderation of student assessment, including the preparation of marking schemes, marking guides or rubrics;
 - ix. Student consultation related to learning by whatever mode;
 - x. Course and program coordination and administration, including active participation in Course Assessment Committees, Course Management Teams and Program Assessment Boards, as required;
 - xi. Program and course development, student placements, field work and educational study tours;
 - xii. Professional development activities relevant to teaching;
 - xiii. Any other duties which manifestly constitute teaching or teaching-related activities.
- (d) enables the allocation of teaching and teaching-related duties such that the academic employee's research targets specified in their approved workplan can be achieved in the hours of work specified at clause 16.1.2. The individual's research targets will be informed by factors including but not limited to:
- i. the academic employee's previous three years research output.
 - ii. the need for early career academic staff to establish an appropriate research record.

16.4.6 *Academic Expectations and Development version 2*, 8 March 2013 or any replacement will be used to guide workplanning discussions. No expectations in this or other similar documents will be used as default targets imposed without discussion. 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.

16.4.7 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.

16.5 Individual Workplans for Academic and Professional Staff

16.5.1 This sub-clause does not apply to casual staff.

16.5.2 Each employee's workload will be reflected in an annual workplan which will take into account factors including but not limited to:

- (a) The work plan of the employee's work unit, and reasonable expectations of the employee's contribution to that plan.
- (b) The identification of professional developmental needs which may be required to assist in the employee's individual contribution to the work group's performance plan, and which facilitates the employee's career development consistent with the needs of the employee's work group and/or the University.

- (c) The employee's position classification standard and/or position description.
- (d) The working hours specified in this agreement.
- (e) The employee's leave plans.
- (f) The University's commitment to providing opportunities for staff to work in a family friendly environment and balance work-life commitments.
- (g) Any responsibilities undertaken by the employee and sanctioned by the University such as duties associated with an elected representative role eg. on College or University-wide committees or approved volunteer activities eg. First Aid Officer, Health and Safety Representative or Fire Warden.
- (h) For academic staff, the Academic Workload Model.

16.5.3 Performance reviews are an associated process designed to ensure alignment of work outcomes with workplace planning and wider University objectives, which must be based on a reasonable allocation of work to staff.

16.5.4 Academic staff employed in a research position in accordance with sub clause 11.1.2 k) may undertake activities other than research subject to the provisions of the project funding arrangements and agreement with their supervisor.

16.6 Workload Dispute Resolution Process

16.6.1 Where staff 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:

- a) raising the issue with the relevant manager.
- b) where appropriate, referring concerns to the relevant Executive Director or Pro Vice-Chancellor.
- c) where the issue remains unresolved, referring the matter to the Agreement Implementation Monitoring Committee for recommendation to the Vice-Chancellor or nominee for decision.
- d) where the employee is unsatisfied with the resolution reached by the processes referred to above the employee may refer the matter to the Fair Work Commission for resolution.

16.6.2 A dispute arising solely or partially under this clause may not be resolved by way of clause 22 of the Agreement until the parties have first attempted to resolve the dispute by using steps a) to c) of this sub-clause.

17. STAFF DEVELOPMENT

17.1 RMIT will implement staff development programs that will offer employees the opportunity to develop their skills and effectiveness within RMIT, and will promote improved performance.

17.2 Staff development procedures will be compatible with the development of equal opportunity and affirmative action policies, and offer staff the opportunity for impartial appraisal of their performance and provide avenues to develop in identified areas where appropriate.

17.3 Staff must complete relevant compliance-related training within a reasonable timeframe where directed by the University, including bullying prevention, sexual harassment prevention, mental health awareness, Indigenous cultural awareness, and relevant Agreement provisions and policies.

17.4 Where an employee commences a supervisory role for an intended period of at least 12 months, they will be provided supervisor training, including relevant Agreement provisions and policies, within six months of commencing the role.

- 17.5 The University will maintain a register of temporary opportunities for professional staff. Where a temporary vacancy of more than 12 weeks duration becomes available, details of the position and how to apply for it will be publicised. Unless urgent, the position will not be filled until at least five days after the vacancy is publicised.

18. TEACHING EVALUATIONS FOR ACADEMIC STAFF

- 18.1 Discussion of teaching performance and teaching related issues will be included in the periodic workplanning and performance management meetings between the academic employee and her or his supervisor. Joint evaluation of the employee's teaching performance will be based on evidence provided by the University and the employee, including feedback from students about their learning experiences; student performance and student outcomes; the employee's self-assessment; and any other evidence provided by the employee.
- 18.2 This discussion will provide an opportunity for the supervisor to recognise and commend good practice in teaching, and where necessary discuss and agree staff development and/or other actions to enhance and enrich teaching quality.
- 18.3 Performance management in relation to teaching performance will take into account the whole teaching and learning environment, including staff workload, characteristics of the student cohort, the physical environment in which teaching takes place, the structure of the course, the availability of and access by students to learning resources, the method of delivery and the provision of professional development support to the employee.
- 18.4 Student feedback survey results may inform evaluation of teaching performance. However, they will not be used on their own to take any action under clause 29 of this Agreement.
- 18.5 Student evaluations of individual courses will not be made available externally where they may be identified with the performance of individual staff. To avoid doubt, it is agreed that such evaluations will be available to University staff dealing with Teaching and Learning matters including Pro Vice-Chancellors, Heads of Schools / Deans, Deputy Heads of Schools, Deputy Deans, program managers and other relevant staff.

PART D CONSULTATION, INTRODUCTION OF CHANGE, REDUNDANCY, DISCIPLINE & TERMINATION

19. CONSULTATION ON WORKPLACE ISSUES

- 19.1 The University is committed to consulting directly with employees and the NTEU about all matters pertaining to and covered by this agreement and policies affecting them.
- 19.2 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. 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 staff directly with the Executive Director Human Resources or nominee.
- 19.3 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.

20. CONSULTATION ON ENVIRONMENTAL SUSTAINABILITY

- 20.1 A forum for consultation and feedback in relation to proposals and initiatives aimed at building a culture of environmental sustainability among management, staff and students of RMIT University will be established and meet as appropriate and consider matters relating to:
- (a) Engagement
 - (b) Curriculum;
 - (c) Research;
 - (d) Operations; and
 - (e) Other aspects of the University's effort.

21. AGREEMENT IMPLEMENTATION MONITORING COMMITTEE

- 21.1 Membership of the Agreement Implementation Monitoring Committee (AIMC) will comprise:
- (a) Vice-Chancellor or nominee;
 - (b) Up to three members of the University nominated by the Vice-Chancellor or the Vice-Chancellor's nominee; and
 - (c) Four NTEU nominees, at least three of whom are RMIT employees.
- 21.2 The AIMC will be a monthly forum for formal consultation within the University regarding implementation of the Agreement and associated policies. The Committee may meet more frequently as necessary by agreement of the members.
- 21.3 Reasonable time release will be provided to members of the AIMC to perform those functions as specified in this Agreement. Meeting times will be arranged to take into account the operational requirements of the University and the availability of members.
- 21.4 Members of the AIMC will have reasonable access to University facilities and equipment to perform those functions as specified in this Agreement and communicate to staff. The use of University facilities and equipment will be in accordance with University policies and procedures.
- 21.5 A member of the AIMC will have the right to:

- (a) post an official notice pertaining to the relationship between RMIT and its employees covered by this Agreement, in each staff room of the University, and
- (b) distribute hard copies of an official notice pertaining to the relationship between RMIT and its employees covered by this Agreement in each section or department of the University.

22. DISPUTE SETTLING PROCEDURE

- 22.1 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 National Employment Standards the following procedure will apply.
- 22.2 In the first instance an employee and/or their Chosen 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.
- 22.3 If not settled at this stage, then the matter may be discussed further between the employee's Chosen Representative who may be the NTEU and an appropriate representative of the University.
- 22.4 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 Fair Work Commission for resolution.
- 22.5 Fair Work Commission may resolve the dispute by the processes of 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 Fair Work Commission.
- 22.6 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.
- 22.7 Any dispute pursuant to clause 16.6 of this Agreement shall be dealt with in accordance with that clause, and may be taken to the Fair Work Commission for resolution without compliance with the balance of this clause.
- 22.8 Any dispute relating to a bona fide safety issue may be dealt with in accordance with relevant health and safety legislation without compliance with the balance of this clause.
- 22.9 Any dispute formally commenced and being dealt with under clause 16.3 or 16.4 of the *Royal Melbourne Institute of Technology Academic and Professional Staff Union Collective Agreement 2010*, (2010 Agreement) or lodged with the Fair Work Commission 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 2010 Agreement, including the dispute settling procedure of that Agreement. For the purposes of this sub-clause the relevant provisions of the 2010 Agreement are deemed to be provisions of this Agreement.

23. SECURITY OF EMPLOYMENT

- 23.1 RMIT acknowledges that security of employment is an important issue for its employees. RMIT is committed to exploring all reasonable measures to avoid forced redundancies. 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 internal transfer before proceeding with forced redundancies. The University will ensure that employees and the NTEU are consulted and provided adequate notice according to clauses 24 and 25.

24. INTRODUCTION OF MAJOR CHANGE

- 24.1 The University will notify and consult the affected employees and the NTEU in making a decision to introduce major changes in the University's production, program, organisation, structure or technology that are likely to have significant effects on employees. This notification and consultation will occur as soon as practicable and prior to a final decision being made.
- 24.2 For the purposes of this clause, 'significant effects' includes: termination of employment; major changes in the composition, operation or size of the University's workforce or in the skills required; any new outsourcing proposals involving work that is currently and actually undertaken by RMIT staff; elimination or diminution of job opportunities or job tenure; alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 24.3 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 23.
- 24.4 For the purposes of such discussions, the University will provide in writing to the employees concerned and the NTEU, all relevant material and information about the changes including the nature of the changes proposed; the expected effects of the changes on employees including the impact of 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.

25. REDUNDANCY & REDEPLOYMENT

- 25.1 This clause applies to employees in continuing positions. Termination for reason of redundancy may only occur in accordance with this clause.

25.2 Grounds for Redundancy:

25.2.1 The University may make redundant one or more employee(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.

Where the University decides to terminate the employment of one or more employee(s) under this clause, the University will formally notify the employee(s) concerned in writing that their employment will terminate and will outline the reason(s) for the termination. An employee may be represented by a Chosen Representative in the redundancy process.

25.3 Notice and Severance

- 25.3.1 The notice period for an employee whose position has been declared redundant is 26 weeks.
- 25.3.2 An employee will be entitled to work out the first 8 weeks of his/her notice following declaration of their position as being redundant 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 this 8 week component of the notice period.

- 25.3.3 After the 8th week of notice, an employee may request to work out all or part of his/her remaining period of notice. If there are suitable duties for the employee to undertake, which will result in sufficient work being available to occupy the time fraction on which the employee is employed, 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. If the University has no suitable duties for the employee to do, or at the employee's request, the employee will receive payment in lieu of any outstanding notice.
- 25.3.4 The severance payment for an employee terminated by way of redundancy is determined by adding three weeks' pay for each completed year of continuous service to a maximum period of 48 weeks.
- 25.3.5 An employee whose employment is terminated by way of redundancy will receive upon termination:
- (a) payment in lieu of any un-worked portion of notice period prescribed in clause 25.3.1;
 - (b) severance payment as prescribed in clause 25.3.4, or when applicable 25.5.2; and
 - (c) payment on a pro-rata basis for long service leave regardless of length of service.
- 25.3.6 All payments under this clause will be calculated on the employee's substantive salary, which consists of the base rate of pay plus any unconditional loadings, at the date of termination of employment.

25.4 Preserved Severance Calculation

- 25.4.1 Any professional staff employee who was employed at RMIT prior to the commencement of this Agreement will, on the day of commencement of this Agreement 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).

The Preserved Calculation will not need to be generated until such time that the relevant employee is selected for redundancy or is invited to express an interest in voluntary redundancy.

- 25.4.2 Any professional staff employee who is made redundant and who has a Preserved Calculation may opt to be paid notice and severance entitlements either in accordance with the terms of 25.3 of this Agreement or may choose to be paid his/her Preserved Calculation.
- 25.4.3 A professional staff employee will lose the entitlement to opt for his/her Preserved Calculation if there is a cessation of his/her employment of any duration prior to the redundancy.
- 25.4.4 A professional staff employee may not opt to be paid his/her Preserved Calculation if he/she unreasonably rejects an offer of redeployment to a suitable position.

Note – Clause 50.4 of the *Royal Melbourne Institute of Technology Academic and Professional Staff Union Collective Agreement 2010* is reproduced at Appendix 1 of this Agreement.

25.5 Redeployment

- 25.5.1 During the redundancy notice period, the University, taking account of the relevant skills, experience and work preferences of the employee, will:
- (a) examine options for retraining;
 - (b) examine measures that could be taken to avoid termination;

- (c) arrange counseling for the employee as required;
- (d) monitor all vacancies within the University;
- (e) offer the employee redeployment to a suitable vacant position where such a position exists; (Suitable vacant position means a position at the same classification level as the employee's substantive position and which the employee has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if an employee needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than 26 weeks.)
- (f) consult with any Chosen Representative of the employee regarding items in this sub clause ; and
- (g) provide the employee with all relevant details regarding the items in this sub clause.

25.5.2 Where the employee unreasonably rejects an offer of redeployment to a suitable vacant position, RMIT may terminate her or his employment on the basis of the severance benefit outlined in the table below.

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

25.5.3 During the redundancy notice period, the employee will be eligible for:

- (a) Time 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
- (b) Appropriate outplacement support.

25.5.4 If an employee is redeployed to a continuing position elsewhere in the University (ie. involving a geographic relocation) as an agreed measure to mitigate the effects of her or his position being surplus to requirements and, as a consequence, it is not reasonably practicable for the employee to remain in her or his existing residence, the employee will be entitled to all reasonable expenses associated with moving household to a new locality on the basis agreed between the University and the employee.

25.5.5 For academic staff, any reasonable costs and charges as determined by the Vice-Chancellor or nominee associated with a program of retraining as an agreed measure to mitigate the effects of her or his position being surplus will be reimbursed to the employee.

25.5.6 A professional staff employee who accepts redeployment to a position at a classification level lower than her or his previous substantive classification level, will receive salary maintenance at her or his previous substantive classification level for a period of six months if the employee is under 45 years of age, or for a period of 12 months if the employee is 45 years of age or over at the date of her or his transfer to a lower level position. Following this period the employee will be paid at the rate of pay applicable to the new position into which she or he has been redeployed.

25.6 Review

25.6.1 An employee may apply to the Vice-Chancellor within the first 8 weeks of the redundancy notice period for a review of the decision to terminate her or his employment by way of redundancy. The review will consider the following principles:

- (a) Redundancy selection criteria must be fair and objective;
- (b) Consultation requirements must be followed; and
- (c) Redeployment opportunities must be properly explored.

This application will not delay any redeployment process.

25.6.2 An application will be referred to a Redundancy Review Committee normally within five working days of receipt of referral to investigate whether the process leading to the decision to terminate was in accordance with clause 25.6.1 above.

25.6.3 A Redundancy Review Committee established in accordance with this clause will consist of:

- (a) an independent Chairperson;
- (b) an RMIT employee nominated by the Vice-Chancellor; and
- (c) a staff representative nominated by the NTEU.

25.6.4 A panel of independent Chairpersons will be established by the University by agreement with the NTEU. Chairpersons and panel members will be independent and command the confidence of management and staff.

25.6.5 The Vice-Chancellor will appoint a Chairperson from the panel when establishing a review process following agreement with the NTEU, ensuring that there is no conflict of interest. The NTEU will not unreasonably withhold agreement.

25.6.6 The employee may be supported or represented throughout the committee process by a Chosen Representative.

25.6.7 The Redundancy Review Committee will make a determination within 20 working days of the application being received.

25.6.8 If the Redundancy Review Committee determines that the University did not act according to all of the principles outlined in clause 25.6.1 above, 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 Redundancy Review Committee.

26. VOLUNTARY REDEPLOYMENT

26.1 RMIT recognises the benefits of a voluntary redeployment process, as it provides a mechanism to mitigate the adverse effects of redundancies. Where the University forms the view that an employee's position is likely to have an uncertain future, the University will, wherever practicable, offer the employee concerned the option of participating in a voluntary redeployment process.

26.2 The University will make all reasonable efforts to redeploy employees who elect to participate in a voluntary redeployment process and will, in order to facilitate redeployment, provide appropriate reasonable training or retraining and consider waiving or modifying any other relevant internal University policy or process.

- 26.3 This clause does not detract from the University's right, pursuant to clause 25 to invoke at any time, the redundancy provisions as prescribed by that clause. However, the parties to the Agreement also note clause 24 will apply in circumstances as prescribed in that clause.

27. VOLUNTARY EARLY RETIREMENT

- 27.1 Offers of voluntary early retirement made to employees will be on the following terms:

- (a) Early retirement will be available to all full-time or part time continuing staff 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.
- (b) Eligible staff will be invited to apply for early retirement under the benefits of the scheme. Any employee who wishes to do so will apply for early retirement to the relevant authorised officer designated by the University. The University, through its authorised officers, will have the discretion to decide whether or not it will approve the application having regard to the staffing needs of the University.
- (c) 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 additional to the employee's other entitlements on retirement.

- 27.2 Notwithstanding clause 27.1 above, the University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with clause 27.1 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.

28. DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT

- 28.1 All decisions to discipline or terminate the employment of an employee covered by this Agreement must be in accordance with this Agreement. Disciplinary action against an academic employee may only be taken by the Vice-Chancellor. This clause does not apply to casual employees or to the non-confirmation of employment at the end of a probation period.
- 28.2 All actions of the relevant senior officer under clause 29 will be final except that 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.
- 28.3 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 Act, whichever is greater. The University, at its discretion, may provide payment or part payment in lieu of notice.

29. DISCIPLINARY PROCEDURES

29.1 Definitions

- 29.1.1 "Termination of employment" means termination of employment at the initiative of RMIT University.
- 29.1.2 "Disciplinary action" means action to discipline a member of staff for unsatisfactory performance, misconduct or serious misconduct and includes one or more of the following.
- (a) Formal censure and/or counseling and/or in the case of professional staff, formal warnings
 - (b) Demotion by one or more classification levels or increments
 - (c) Withholding of an increment

- (d) Suspension with or without pay
- (e) Transfer to another position in the same or another department, at the same or another RMIT campus or site
- (f) Termination of employment.

In cases involving misconduct of an academic, disciplinary action will be limited to the scope of clause 29.1.2.a) to clause 29.1.2.e) inclusive.

- 29.1.3 "Serious misconduct" means serious misbehaviour of a kind which constitutes (or conviction by a Court which constitutes) a serious impediment to the carrying out of an employee's duties or to the employee's colleagues carrying out their duties, or serious dereliction of the duties required of the position.
- 29.1.4 "Misconduct" means conduct or behaviour which is not serious misconduct, but which is nonetheless unsatisfactory.
- 29.1.5 "Relevant senior officer" is the Vice-Chancellor in the case of an academic employee and in respect of a professional staff employee it is the relevant Pro Vice-Chancellor or Deputy Vice-Chancellor or Vice-President.
- 29.1.6 "Representative" means an employee's Chosen Representative or, in the case of the Vice-Chancellor's representative, an RMIT employee or an officer or employee of the Australian Higher Education Industrial Association.

29.2 Principles

- 29.2.1 Termination of employment for disciplinary reasons will only occur in accordance with this clause. However this clause does not apply to casual employees or to the non-confirmation of employment during a probation period.
- 29.2.2 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 in the public interest.
- 29.2.3 The University will endeavour to deal with issues of unsatisfactory performance, misconduct or serious misconduct as expeditiously as possible. Where an employee unreasonably fails to participate in the disciplinary process, this will not delay the proceedings being completed.
- 29.2.4 This clause covers exhaustively the subject matter concerned, and is to the complete exclusion of the legislation establishing RMIT.
- 29.2.5 The University acknowledges the right of an employee to choose to be accompanied by a Chosen Representative.
- 29.2.6 All intermediate steps and decisions taken in accordance with this clause are final and may not be challenged via the Dispute Settling Procedure at clause 22 of this Agreement.
- 29.2.7 If a matter involving a professional staff employee is resolved satisfactorily any records kept will not be used in any future disciplinary cases against the employee.
- 29.2.8 Nothing in this clause will limit the right of the University to dismiss a professional staff employee whose misconduct is so grave as to warrant summary dismissal.

29.3 Preliminary Action for Unsatisfactory Performance

- 29.3.1 A supervisor will take reasonable steps to resolve instances of possible unsatisfactory performance through measures which may include guidance, counseling, staff

development and/or appropriate work allocation. The supervisor will provide the employee with constructive criticism as well as setting appropriate performance standards for the employee to meet. The supervisor will also establish a reasonable timeframe for monitoring the employee's progress against these performance standards. The employee will be provided with an opportunity to respond. Assistance with specific training and development programs may be provided where the supervisor considers it appropriate. At the request of an academic, a supervisor must consult with colleagues in the academic unit before making a formal report to the Vice-Chancellor under clause 29.4.

- 29.3.2 The employee will be informed that they are being counseled under these procedures, the possible implications of continued unsatisfactory performance and that they are entitled to bring a representative to any relevant meetings with their supervisor if they so choose.
- 29.3.3 Records of times and dates of relevant events and preliminary counseling notes will be maintained by the University in the official personal file. In the event that the matter is resolved satisfactorily during this stage, those records after 12 months will be removed from the individual's personnel records and will not be relied upon for any matter. Copies of relevant records will be available to the employee.

29.4 Formal Disciplinary Action for Unsatisfactory Performance

- 29.4.1 Where a supervisor believes that counseling has not produced the desired improvements in performance, the supervisor will make a formal report to the relevant senior officer, with a copy sent at the same time to the employee, that the performance of the employee is unsatisfactory. At the request of an academic, a supervisor must consult with colleagues in the academic unit before making a formal report to the Vice-Chancellor under this sub clause. Such a report will state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem. The employee will be entitled to 10 working days to submit to the relevant senior officer a written response. After receiving any such response, the relevant senior officer must first satisfy himself/herself that each of the required preceding steps and relevant principles has been complied with.
- 29.4.2 The relevant senior officer may then decide to: take disciplinary action, as defined; take no further action; or refer the matter back to the supervisor to ensure that the process in this clause is complied with in substance and in a manner appropriate to the circumstances. He/she will then advise the employee in writing of the decision, which will take effect no earlier than five working days from the date of that advice. Within five working days of receiving that advice the employee may write to the Vice-Chancellor to request a review of the decision by, at the employee's choice, either an independent person, "the reviewer", or an Unsatisfactory Performance Review Committee. In this case only, the decision will take effect after the Vice-Chancellor has considered the report of the Unsatisfactory Performance Review Committee or the reviewer. The Vice-Chancellor will convene the Committee or appoint a reviewer within 10 working days of the application.
- 29.4.3 The terms of reference of the Unsatisfactory Performance Review will be to report to the Vice-Chancellor on whether the processes set out in this clause have been followed, as soon as practicable after its review. Following the receipt of the report, the Vice-Chancellor may reconsider the decision and will:
 - (a) if the Vice-Chancellor is of the view that there has been no unsatisfactory performance he/she will forthwith advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner, or
 - (b) take disciplinary action as defined, or
 - (c) remedy any procedural defects identified in the report, or
 - (d) take no further action.

29.5 **Disciplinary Action for Misconduct/Serious Misconduct**

29.5.1 A supervisor must make every reasonable effort to resolve instances of possible misconduct through guidance, counseling and appropriate staff development, or appropriate work allocation before a possible report to the relevant senior officer. The employee may be counseled. A record of the counsel if given will be kept by the University and provided to the employee.

29.5.2 Notwithstanding clause 29.5.1, where the relevant senior officer considers any allegation of misconduct and/or serious misconduct warrant further investigation the relevant senior officer will notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations, and to properly consider and respond to them and require the employee to submit a written response within 10 working days. At this stage or thereafter the relevant senior officer may suspend the employee on full pay, or may suspend without pay if he/she is of the view that the alleged conduct amounts to serious misconduct.

Provided that:

- (a) the employee may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
- (b) the relevant senior officer may at any time direct that salary be paid on the grounds of hardship;
- (c) during any period of suspension the employee will be excluded from the University, provided that he or she will be permitted access to the University only for the preparation of her or his case and to collect personal property, and such permission will not be unreasonably withheld by the University;
- (d) where a suspension of an academic without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee or investigator, the Vice-Chancellor will ensure that the investigator or Misconduct Investigation Committee at its first meeting determine whether suspension without pay should continue and that Committee or investigator will have the power to revoke such a suspension from its date of effect.

29.5.3 If the allegations are denied by the employee and the relevant senior officer is of the view that there has been no misconduct or serious misconduct, he/she will immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

29.5.4 If the allegations are admitted in full by the employee and the relevant senior officer is of the view that the conduct amounts to misconduct or serious misconduct, the relevant senior officer will advise the employee in writing of her or his decision and the operative date of any disciplinary action.

29.5.5 If the allegations are denied in part or in full, or if the employee has not responded to the allegations, the relevant senior officer will in line with the employee's choice refer the matter for investigation by an independent person, "the investigator"; or a Misconduct Investigation Committee. If the employee fails to make that choice, the matter will be referred to an independent investigator. Where the allegation(s) are denied in part, the relevant senior officer may withdraw the allegation(s) that are denied and take action specified in clause 29.5.4 in respect of the allegation(s) that are admitted by the employee.

29.5.6 Alternatively, the relevant senior officer may decide to take no further action, or counsel or censure the employee for unsatisfactory behaviour, and take no other action.

29.5.7 Where a matter is referred to a Misconduct Investigation Committee or investigator, the Vice-Chancellor will convene the investigation within 10 working days where practicable. The terms of reference of the misconduct investigation are to report in

writing to the Vice-Chancellor as soon as practicable on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

- 29.5.8 On receipt of the report of the Committee or investigator, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor may take disciplinary action.
- 29.5.9 If, having considered the Committee's or investigator's findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct he/she will immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- 29.5.10 Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income will be reimbursed if there was no misconduct or serious misconduct or if the Vice-Chancellor so decides.

29.6 Review / Investigation Committees and Independent Reviewer's / Investigators

- 29.6.1 A Review or Investigation Committee established in accordance with this clause will consist of:
- (a) an independent Chairperson;
 - (b) an RMIT employee nominated by the Vice-Chancellor; and
 - (c) a staff representative nominated by the NTEU.
- 29.6.2 A panel of independent Chairpersons and a panel of Independent Reviewers/Investigators will be established by the University by agreement with the NTEU. Chairpersons and panel members will be independent and command the confidence of management and staff.
- 29.6.3 The Vice-Chancellor will appoint a Chairperson or Independent Reviewer/Investigator from the panel when establishing a review process following agreement with the NTEU, ensuring that there is no conflict of interest. The NTEU will not unreasonably withhold agreement.
- 29.6.4 The Review/Investigation Committees and the Investigators/Reviewers will determine their own procedures consistent with the principles of natural justice and procedural fairness and which include the right of the University and the employee to test evidence, including by interviewing persons, and the recording of proceedings.
- 29.6.5 Each Committee established or the Investigator/Reviewer appointed in accordance with clause 29.6.4 shall:
- (a) provide an opportunity for the employee to be interviewed by it and ensure that he/she has adequate opportunity to answer findings of unsatisfactory performance, or allegations of misconduct or serious misconduct;
 - (b) interview any person it thinks fit to establish the merits or facts of the particular case;
 - (c) conduct all interviews in the presence of the employee and/or the employee's representative and the Vice-Chancellor and/or his or her representative;
 - (d) conduct proceedings as expeditiously as possible consistent with the need for fairness;
 - (e) conduct proceedings in camera (unless otherwise agreed by the Union and the Vice-Chancellor) and as a committee of inquiry to establish the merits or facts of the particular case;

- (f) take into account such further material as it believes appropriate to substantiate or otherwise the facts in dispute;
- (g) ensure that the employee or his/her representative and the Vice-Chancellor or his/her representative has the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence;
- (h) make its report available to the Vice-Chancellor and the employee as soon as reasonably possible; and
- (i) keep a recording of the proceedings (but not its own deliberations), which shall be available on request to either party.

29.6.6 In cases dealing with matters pertaining to allegations of sexual harassment the questioning of interviewees may be done through the Committee or the Investigator. Further, the committee or investigator may exclude other persons as provided for in 29.6.5 c) from the interview.

PART E REMUNERATION, ALLOWANCES & RELATED ASSISTANCE

30. SALARY INCREASES

30.1 Employees will receive salary increases as set out in schedules 1, 2 and 3 of this Agreement. The salary increases are as follows:

- (c) 3% from 11 August 2013
- (d) 3% from first full pay period after 1 August 2014
- (e) 3% from first full pay period after 1 August 2015
- (f) 3% from first full pay period after 1 August 2016
- (g) 3% from first full pay period after 1 May 2017.

Note - The 11 August 2013 salary increase of 3% was paid in advance of this Agreement. The next salary increase, arising from this clause, following approval of this Agreement will be in August 2014.

30.2 All trainees to whom this Agreement applies will be paid in accordance with Schedule 3.

30.3 All professional staff employees to whom this Agreement applies will be paid in accordance with Schedule 2.

30.4 All academic employees to whom this Agreement applies will be paid in accordance with Schedule 1.

30.5 The schedule of salary increases in clause 31 will apply to all allowances, including special allowances, provided by this Agreement.

31. PAYMENT OF SALARY

31.1 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, provided that such an institution has a compatible direct credit system.

31.2 At the time of payment, each employee will be able to access details regarding the make-up of the employee's pay and deductions therefrom, and leave balances.

31.3 Casual 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 payroll system and approved by the relevant manager.

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

32. REMUNERATION PACKAGING

32.1 While the provisions of this clause are available to all employees, casual employees may only salary sacrifice superannuation contributions.

32.2 The University may decide to provide to 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. 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 Schedules 1, 2 and 3 of this Agreement, will be used as the basis for calculation of the following entitlements: termination payments; including superannuation; annual leave and long service leave entitlements; retrenchment benefits; overtime and shift penalties; NTEU dues; annual leave loading entitlements.

- 32.3 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 her or his 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.
- 32.4 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).
- 32.5 As the University is assisting its 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 clause 32.3;
 - (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.
- 32.6 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.

33. SUPERANNUATION

- 33.1 The University will make RMIT superannuation contribution to Unisuper:
- (a) for employees who are employed for less than 12 months: 9.25% or other minimum amount specified by legislation, whichever is the greater amount;
 - (b) for employees who are employed on a continuing basis or fixed term contract of 12 months or more: 17%;
 - (c) for employees employed on consecutive fixed term contracts that equal or exceed 12 months: 17% from the start of the 13th month of employment.

These employer superannuation contribution payments will be made to the relevant plan as advised by Unisuper.

- 33.2 The University will make deductions from an employee's salary for superannuation to Unisuper at a rate of 7% (post tax) until advised by the employee of an alternative deduction as offered by the superannuation fund to which they are contributing.

- 33.3 Notwithstanding clause 33.1, the University will continue the existing arrangements and apply the applicable rate of employer contributions for existing members of the State Superannuation Fund (New and Revised) or any other fund.
- 33.4 The University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level for Heads of School and performance based contract employees as defined in clause 14. Such an option will be subject to agreement between the University and the employee.
- 33.5 Ordinary time earnings means the rate of salary in this Agreement for the employee's classification and any other payment that is superannuable in accordance with relevant legislation and Australian Taxation Office rulings.
- 33.6 Superannuation will be paid in accordance with the provisions of the Superannuation Guarantee Legislation (or any successor legislation).
- 33.7 Contributions are to be made when employees are on paid leave or on workers compensation and in receipt of make up pay.

34. ACCIDENT MAKE-UP PAY

- 34.1 The University will pay an employee (other than a casual) 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 Accident Compensation Act 1985.
- 34.2 "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 Victorian Accident Compensation Act 1985 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.
- 34.3 The University will pay or cause to be paid accident make-up pay during the incapacity of the employee within the meaning of the Victorian Accident Compensation Act 1985. 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.
- 34.4 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.
- 34.5 The University will not terminate the employment of any employee who is in receipt of accident make-up pay in accordance with clause 34.3 except where such termination is due to serious and willful misconduct on the part of the employee.
- 34.6 In the event that an employee receives a lump sum in redemption of weekly compensation payments under the Victorian Accident Compensation Act 1985, the liability of the University to pay make-up pay in relation to that injury will cease from the date of such redemption.
- 34.7 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 judgement or settlement specifically compensates the injured employee for make-up payments made under this clause.
- 34.8 Where an employee is off duty as a result of an injury for which the University is liable for 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.

- 34.9 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 make-up pay by the University on the basis prescribed in clause 34.2 and 34.3 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.
- 34.10 An employee who is a claimant for workers' compensation pursuant to this clause, may upon application be granted sick leave to cover such absence in accordance with clause 43. Provided that no employee will be concurrently entitled to the payment of sick leave and make-up pay as prescribed in clauses 34.1 and 34.2.
- 34.11 If an employee is granted sick leave as provided by this sub clause and subsequently has a workers' compensation claim accepted for the same period or part thereof pursuant to sub clause 34.1 on account of the same injury, the University will re-credit the sick leave taken pursuant to this sub clause.
- 34.12 For an injury incurred prior to the proclamation of the Victorian Accident Compensation Act 1985, reference to that Act will be deemed to be references to the Workers Compensation Act, 1958.

35. JOURNEY PERSONAL ACCIDENT INSURANCE

- 35.1 The University will provide journey personal accident insurance to cover staff 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. The University is not responsible for any costs associated with journeys to and from work other than the payment of the appropriate premiums.

36. TRAVEL AND WORKING AWAY FROM HOME

36.1 Intentions of this clause

- 36.1.1 RMIT will pay for reasonable costs associated with required travel.
- 36.1.2 Members of staff will not be exposed to unsafe work conditions or practices whilst traveling and/or working away from home as far as practicable.
- 36.1.3 So far as practical, the timing of travel will be organised to meet the preferences of the employee.
- 36.1.4 In order to meet the University's operational requirements, an employee may be required to travel to campuses and/or other locations.
- 36.1.5 Employees who are required to travel to locations other than their regular place of work will be paid, in accordance with this clause, for the time spent travelling which is in excess of the time it would usually take for the employee to travel to and from their regular place of work and home. All such required travel will be categorized as either 'Routine Travel' or 'Extended Travel'.
- 36.1.6 These intentions will be applied when interpreting this clause.

36.2 Routine Travel

- 36.2.1 Routine Travel is required travel which occurs during the course of a single work day where the employee commences and finishes the day at his/her permanent place of residence.
- 36.2.2 Examples of Routine Travel would include:
- a) Multiple trips between Melbourne campuses during the course of a day;
 - b) Travel from home to a remote location, working at that location, arriving back at home without the need to spend a night away from home. ie) Day trips.

36.2.3 Routine Travel is considered to be time worked and will count towards overtime.

36.3 **Extended Travel**

36.3.1 Extended Travel is all required travel which occurs when an Employee is required to spend one or more nights away from his/her permanent place of residence.

36.3.2 Examples of Extended Travel would include:

- a) All travel involved getting to and from an overseas location or any other distant location where the employee is required to stay away from home for at least one night.
- b) All travel which occurs during an extended trip.

36.3.3 Extended Travel time is paid for at the employee's base rate of pay and does not count towards overtime.

36.3.4 Extended Travel is not paid for time for which an Employee has also been paid a salary.

For example if, during a regular workday, an employee travels 3.2 hours to a distant location; then works 4 hours and stays overnight at a local hotel the employee will receive their regular salary of 7.2 hours for the day and will not receive any Extended Travel payment.

36.3.5 Extended Travel time is capped at 10 hours per calendar day.

36.4 **Working when on Extended Travel**

36.4.1 Working when on Extended Travel occurs when an Employee performs work during a period of Extended Travel.

36.4.2 Examples of Working when on Extended Travel include:

- a) Work which occurs during an overseas trip;
- b) Work which occurs during an extended site trip eg. 2-day visit requiring at least one night away from home.

36.4.3 The following provisions will apply to Professional Staff Employees working when on Extended Travel. In the event of an inconsistency with other Hours of Duty and/or Overtime clauses in this Agreement these provisions will prevail.

- a) The Employee's daily ordinary hours will be flexible and only hours worked in excess of 7.2 per day may attract overtime rates regardless of when hours are worked or whether the day is a weekend or holiday.
- b) The Employees ordinary hours of duty will not exceed an average of 36 per week and may be averaged over a work cycle on one of the following basis:
 - (i) 36 hours within a work cycle not exceeding 7 consecutive days;
 - (ii) 72 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 108 hours within a work cycle not exceeding 21 consecutive days;
 - (iv) 144 hours within a work cycle not exceeding 28 consecutive days.
- c) Weekends and holidays do not affect overtime payments.

- d) RMIT has the option to pay any Employee overtime in lieu of TOIL.
- e) The scheduling of work and travel will ensure reasonable rest breaks during and adjacent to Extended Travel.
 - (i) 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.
 - (ii) Where a professional staff 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.
- f) Employees will be entitled to one day off work in seven when spending seven consecutive days or more Working when on Extended Travel. All work performed on the seventh consecutive day will be paid at the rate of base rate +100%.

37. DOMESTIC VIOLENCE

- 37.1 RMIT recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work and is committed to providing support to staff that experience family violence. Within the life of the agreement, RMIT will develop guidelines which detail appropriate action to be taken in the event that an employee reports family violence.
- 37.2 If an employee has requested assistance, and subject to that employee providing proof, RMIT will refer the employee to the Employee Assistance Program and consider any request made by the employee for:
- a) paid or unpaid leave
 - b) changes to the employee 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
 - f) any other appropriate measure including those available under existing family friendly and flexible work arrangements.
- 37.3 Proof of a family violence situation is required and can be in the form of 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 F LEAVE ARRANGEMENTS

38. LEAVE DEFINITIONS

- 38.1 Unless otherwise stated, the leave entitlements and arrangements in this section apply only to continuing and fixed term staff, paid leave refers to leave on full pay, and “days” means “working days”.

39. RECOGNITION OF PRIOR SERVICE

- 39.1 For employees commencing employment on or after the date of operation of this Agreement, for the purposes of sick, long service, and parental leave credits, RMIT will recognise service with other publicly funded Australian Universities and Institutes of Technical and Further Education, and with 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.
- 39.2 An employee is not entitled to have prior service recognised if there has been a break in service of more than six months.

40. LEAVE TO COUNT AS SERVICE

- 40.1 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 taken on half pay counting as normal service;
 - (b) any continuous period of sick leave without pay not exceeding twenty working days;
 - (c) any period of sick 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.
- 40.2 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 39.1, will count as service.

41. PRO-RATA PAYMENT

- 41.1 Where an employee (other than a casual) is entitled to paid leave in accordance with this Agreement and the employee is employed on a part-time basis, 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.

42. ANNUAL LEAVE

- 42.1 An employee will be entitled to 20 days annual leave for each year of service, calculated pro-rata for any period of service less than one year.
- 42.2 No deduction will be made from annual leave credits for any holiday as prescribed in clause 50 that falls within a period of annual leave.

- 42.3 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. Payment will be made for each completed year of service plus a pro-rata amount for the current year, calculated on a daily basis.
- 42.4 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.
- 42.5 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.
- 42.6 It is expected that 20 days leave will be taken during the year in which it is accrued.
- 42.7 The University will advise each employee of her or his accrued leave credits and will notify an employee when the 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 the 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.
- 42.8 Nothing in this clause affects the University's right to direct fixed term employees to take their full annual leave entitlement during the term of the contract.
- 42.9 **Annual Leave Loading**
- 42.9.1 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 Commonwealth Statisticians average weekly total earnings of all males (Australia) for the September quarter preceding the date of payment (pro-rata).
- 42.9.2 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.
- 42.9.3 The loading will be paid on the first payday in December or on the date of termination of employment.
- 43. PERSONAL / CARER'S LEAVE**
- 43.1 **In the case of personal illness or injury**
- 43.1.1 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 except that a new employee will be credited with 30 days leave or a pro-rata amount where the contract is for less than two years. Unused personal leave will be cumulative.
- 43.1.2 RMIT may recover days of personal leave taken above 15 where a new employee ceases employment before the first anniversary of appointment, unless employment demonstrably ceased due to ill health.
- 43.1.3 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.
- 43.1.4 Proof of illness or injury will be provided by an employee for absences during a year of service of more than three consecutive or six aggregate working days. A certificate from a registered medical practitioner (i.e. a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist, podiatrist) will be sufficient proof. The certificate will be provided on return to duty or

within 10 working days of the notification of illness, whichever is the lesser period of time. Where the University has successfully contacted the employee and the employee has failed to provide proof of their illness, sickness or injury, within 10 working days the employee will be deemed to be on unpaid personal 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 the University's leave policies and provisions. At the employee's request, the leave will be deducted from annual leave credits.

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

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 he/she provides satisfactory proof of the illness or injury.

- 43.1.6 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, will be granted paid isolation leave for the required period of absence.

- 43.1.7 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.

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

- 43.2.1 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 Indigenous employee has an equivalent Indigenous kinship relationship, who requires support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

In such cases proof of illness or injury must be supplied in accordance with clause 43.1.4.

- 43.2.2 Where there is no entitlement to paid leave, an employee is entitled to 2 days unpaid leave per occasion to care for a member or their family or household, or a person for whom an Indigenous employee has an equivalent Indigenous kinship relationship, in cases of their illness or injury or unexpected emergencies.

44. COMPASSIONATE LEAVE

- 44.1 Paid leave of up to three days will be granted to an employee due to the death, serious illness or injury of:

- (a) a spouse, de facto spouse of the employee, or a permanent partner of the same or opposite sex who lives with an employee or on a bona fide domestic basis.
- (b) a child, parent, legal guardian, grandparent, grandchild or sibling of the employee or the employee's spouse.
- (c) a relative who has taken the place of a parent or resides with the employee.
- (d) a member of the employee's household.

- (e) a person for whom an Indigenous employee has an Indigenous kinship relationship equivalent to (a) – (d) above.
- 44.2 Leave will only be granted in the case of serious illness or injury where a certificate from a registered medical practitioner as defined in clause 43.1.4 is provided.
- 44.3 Additional paid or unpaid leave may be granted having regard to circumstances, such as a delayed funeral, Indigenous business associated with a funeral, or the necessity of extensive travel.
- 45. LONG SERVICE LEAVE**
- 45.1 An employee will be 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 on full pay provided that an employee may double all or part of the leave by taking it at half pay.
- 45.2 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 pension is payable under the provisions of the Superannuation Act or of such other pension schemes where employees retire on the grounds of age or ill health.
 - (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 45.1, provided that such service will be recognised towards satisfying the requirement for 7 years service before leave may be taken.
- 45.3 An employee will have previous service with recognised employers counted towards long service leave accrual up to 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.
- 45.4 Subject to clauses 45.3 and 45.5 an employee may take long service leave at a time of her or his choosing provided six months written notice is given or the relevant manager is satisfied that the workload can be covered. Where an employee applies for leave that overlaps with a period of leave already granted to another employee in the work area, the approval of the application will be subject to operational requirements.
- 45.5 RMIT may direct in writing an employee with a long service leave balance of 4.5 months or more to take up to three months leave, commencing no sooner than 3 months (unless by agreement) and 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 intended date of retirement. A second direction will not be given within two years of the end of this period of leave.
- 45.6 No deduction from long service leave credits will occur for any public holiday observed by the University during a period of long service leave.
- 45.7 Payment of unused long service leave credits will be paid to an employee, or her or his legal representative where applicable, in the event that the employee dies or retires or has his or her employment terminated on the grounds of ill health after four years service with the University, or her or his employment terminates after seven years service inclusive of service recognised with a previous employer.
- 45.8 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

- 45.9 Any service as a casual staff member which meets the requirements of the *Long Service Leave Act 1992* (Vic) will count as service for the purposes of long service leave provisions.

46. PARENTAL LEAVE

46.1 Maternity, Adoption and Permanent Carer Leave

- 46.1.1 An employee who submits to RMIT a certificate from a registered medical practitioner stating that she is pregnant and specifying the expected date of delivery will be entitled to paid maternity leave, commencing within the period of six weeks before the expected date of delivery, in accordance with the table at clause 46.1.3.
- 46.1.2 An employee who submits satisfactory evidence of being the primary care giver, and an approved applicant for the adoption of a child or becoming a Permanent Carer for a child, together with the date of placement of that child, will be entitled to paid adoption/Permanent Carer leave in accordance with the table at clause 46.1.3.
- 46.1.3 Maternity, Adoption and Permanent Carer leave entitlements are detailed in the tables below.

Maternity leave

Length of Continuous Service	Entitlement
3 or more years	24 weeks
1 year but less than 3 years	Between 14 and 24 weeks accrued on a pro-rata basis per completed month of continuous service
Less than 1 year	Pro-rata per month, up to 12 months service, of 14 weeks

Adoption and Permanent Carer leave

Length of continuous service	Child is younger than 12 months	Child is 12 months or older
3 or more years	24 weeks	18 weeks
1 year but less than 3	Between 14 and 24 weeks accrued on a pro-rata basis per completed month of continuous service	Between 8 and 18 weeks accrued on a pro-rata basis per completed month of continuous service
1 year	14 weeks	8 weeks
Less than 1 year	Up to 14 weeks accrued on a pro-rata basis per completed month of continuous service	

- 46.2 RMIT may, with written notice of five working days, direct an employee to commence maternity leave at any time within the six weeks prior to the expected date of delivery but the employee will be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that she is fit to work.
- 46.3 Where the pregnancy terminates earlier than 20 weeks before the expected date of delivery, the entitlement to maternity leave will cease. Where the pregnancy terminates by miscarriage or results in still-birth within 20 weeks of the expected date of delivery, the employee will be entitled to half of the paid maternity leave in accordance with the table in clause 46.1.3 above and, where certified by a medical practitioner, leave without pay so that the total period of leave is up to 24 weeks.
- 46.4 An employee may take parental leave by giving eight weeks written notice of the intended date of commencement and period of leave to be taken, unless the University waives this requirement. The period of leave may be reduced with the University's approval or extended up to the relevant maximum by the employee giving 10 days written notice. Normal incremental advance will continue during parental leave.
- 46.5 Employees eligible for maternity, adoption or Permanent Carer leave are also entitled to such additional unpaid leave as will bring the aggregate leave to 12 months. Such leave will be

taken during the period from 20 weeks before the date of delivery to 12 months after the commencement of the period of paid leave. Beyond the initial 12 months leave, an employee may request a further period of up to 12 months unpaid leave.

- 46.6 With the agreement of the relevant manager, the period of paid maternity, adoption or Permanent Carer leave may be doubled by taking leave at half-pay, on the basis that all leave and superannuation accruals during the period will also accrue pro-rata.
- 46.7 Return to Work
- 46.7.1 On return to work from parental leave, an employee will be entitled to the same time fraction, substantive 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.
- 46.7.2 In addition to clause 46.7.1, 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.
- 46.7.3 On return to work from parental leave, an 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.
- 46.7.4 An employee will give the University written notice of their intention to return to work from maternity, adoption or permanent carer leave or extend their leave period at least eight weeks before the expiration of the period of maternity, adoption or permanent carer leave. In exceptional circumstances the employee may provide written notice four weeks prior to the expiration of the period of maternity, adoption or permanent carer leave.
- 46.7.5 The employee will develop a return to work plan for agreement with the supervisor to facilitate re-entry to the workforce which may, in the case of an academic, include measures to re-establish a research profile. This plan should be finalised no later than four weeks prior to the expiration of the period of maternity, adoption or permanent carer leave.
- 46.7.6 An employee returning to work from maternity, adoption or permanent carer leave is entitled to a return to work bonus that accrues at the rate of the equivalent of one week of pay per completed month of service following the return to work to a maximum of 12 weeks pay. This bonus is not payable in circumstances where a pregnancy has terminated early or resulted in still birth.
- 46.7.7 The return to work bonus can be used:
- (a) as an allowance to supplement reduced salary due to reduced time fraction on return from parental leave, up to a maximum of the employee's substantive time fraction; and/or
 - (b) to fund research, conference attendance, staff development; and/or
 - (c) other assistance as approved by the University.
- 46.7.8 If the return to work bonus is paid as an allowance it will be paid to the employee over the course of the first 12 months following their return to work on condition that should the employee cease employment with RMIT then any amount paid in advance of the accrual described in clause 46.7.6 will be repaid by the employee.
- 46.8 Where an employee's time fraction has varied, the entitlement to paid maternity, adoption and permanent carer leave and the Return to Work Bonus is calculated on the weighted average of the time fraction over the preceding period of continuous service to a maximum of three

years. Provided that any change in time fraction due to pregnancy-related issues or on return from parental leave, will not impact on calculation of subsequent parental leave and return to work bonus entitlements.

For the purposes of calculating parental leave entitlements and the Return to Work Bonus, approved leave without pay (excluding unpaid parental leave) will be treated as a zero time fraction.

46.9 Partner Leave

46.9.1 An employee who submits a statutory declaration of acceptance of responsibility for the ongoing care of a child and who is the secondary carer/partner parent of the child will be entitled to five consecutive or aggregate days of paid leave. The leave will be taken within the period commencing a week before the expected date of birth and ending six weeks after the actual date or, in the case of adoption or becoming a Permanent Carer, within six weeks from the date of placement.

46.10 Where both parents are employed by RMIT, they may elect to share the entitlement of one employee to maternity, adoption or Permanent Carer leave or Return to Work Bonus.

46.11 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 appointment. The provision of parental leave will not be grounds for termination of a contract or for a refusal of further employment.

46.12 Casual Employee Parental Leave

A casual employee is entitled to unpaid Parental Leave where they:

- (a) have been employed by the University on a regular and systematic basis for a sequence of period of employment over a period of at least 12 months immediately prior to commencing leave; and
- (b) would have a reasonable expectation of further employment with the University on a regular and systematic basis, but for the birth/expected birth of the child; or the placement/expected placement of the child; or the taking of a period of unpaid Parental Leave.

47. OTHER LEAVE

47.1 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 her or his employment at RMIT. Fees for jury service will not be deducted from salary. Evidence of the requirement to attend a court and of attendance will be submitted to the University.

47.2 An employee who is in the Defence Reserve will be entitled to two weeks paid leave for attendance at an annual training camp and a further four paid days a year for the same purpose on the certification of the unit's Commanding Officer. Such an employee will also be entitled to two weeks leave in any one year for up to two schools, classes or courses conducted by or on behalf of the Reserve, but the University will pay the difference between normal salary and any pay received from the Reserve. Applications for leave will be submitted before leave commences and evidence of attendance will also be required on return to duty.

47.3 An employee who donates blood will be granted paid leave for each such attendance.

47.4 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.

47.5 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.

- 47.6 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.
- 47.7 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.
- 47.8 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations. 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.

Aboriginal and Torres Strait Islander staff will be granted six days per year paid leave for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people. Additional paid special leave may be approved by the University as agreed with the staff member.

- 47.9 The University may grant such other paid or unpaid leave on such terms and conditions as may be agreed with an employee.
- 47.10 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 he or she relocates 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.
- 47.11 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 on full pay in excess of five working days and up to 10 working days may be granted to a 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 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.

48. FORTY- EIGHT/FIFTY-TWO (48/52) WEEK EMPLOYMENT CYCLE

- 48.1 With the University's agreement, an employee may elect to work under a 48/52 week employment cycle for a 12 month period.
- 48.2 A 48/52 week employment cycle will enable an employee to take four weeks leave in addition to the normal four weeks of annual leave in a year and receive 48 weeks salary, which would be payable over 52 weeks.

- 48.3 An employee's continued participation in the 48/52 week employment cycle is subject to annual review and approval by the University.
- 48.4 All periods of paid leave will accrue at the rate of 48/52 of the employee's full-time equivalent salary for that 12 month period during the 48/52 week employment cycle.
- 48.5 Where an employee is being paid on a 48/52 week employment cycle, and their employment terminates, the University will either provide additional payment to the employee or recoup payment from the employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 48.6 The University may require an employee to take all eight weeks leave during each year of the 48/52 week employment cycle.
- 48.7 The University will advise an employee of the superannuation implications prior to the employee entering into a 48/52 week employment cycle.
- 48.8 In specific circumstances an employee and the University may agree to another employment cycle arrangement, within the range of 46/52 and 51/52 weeks.

49. CHRISTMAS CLOSEDOWN

- 49.1 The days that are not holidays or granted in lieu of holidays during a period of closure of RMIT's premises between Christmas and New Year will be granted without loss of pay to employees.
- 49.2 Where an employee is required by the University to work on any of the days provided for in clause 49.1, the supervisor and employee will agree to an alternative day/s leave on full pay.

50. HOLIDAYS

- 50.1 An employee (other than a casual) will be entitled to the following holidays without loss of pay.
- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.
- 50.2 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.
- 50.3 Provided that:
- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
 - (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
 - (c) 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.
- 50.4 The University together with the majority of employees at a workplace may agree in writing to substitute another day for any prescribed holiday in this clause.

PART G ACADEMIC EMPLOYEES EMPLOYMENT ARRANGEMENTS

This section applies to the Academic employees of the University.

51. THE ROLE AND RIGHTS OF ACADEMIC EMPLOYEES AND VALUES OF THE UNIVERSITY

- 51.1 All academic employees of the University will have the right, as part of their normal duties, to undertake research, to consult, subject to RMIT's policy on outside work, outside the University, and to engage in non-teaching work related to the development of their professional experience.
- 51.2 An academic employee will contribute to:
- (a) educating students to contribute creatively, critically and responsibly to their professions, vocations, employers and the community in an international and local context;
 - (b) the academic teaching and learning program, including preparation, marking and student consultation;
 - (c) scholarship, research, professional and community service activities; and
 - (d) the administration and management of a School, Department, academic organisational unit or other organisational unit and/or an interdisciplinary area.
- 51.3 The specific duties of an academic employee will vary from time to time but should be consistent with the MSAL in Schedule 1 clause 1 and the academic activities and related provisions of this clause.
- 51.4 An academic employee is expected to support the role of the University as a place of independent learning and thought, where ideas may be put forward and reasoned opinion expressed freely while maintaining respect for and openness to others.
- 51.5 Academic employees will at all times:
- (a) perform their duties diligently and honestly; and
 - (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.
- 51.6 Academic staff have the right to participate and express opinions in public debates about issues and ideas related to their area of expertise and higher education issues generally.

52. ACADEMIC STAFF SUPERVISION

- 52.1 Each academic will have a nominated supervisor, and will be advised of the name and position of the nominated supervisor. Academic employees may request the nomination of an alternative supervisor.
- 52.2 Supervisors will provide academic and administrative leadership, and are responsible for monitoring the performance of academics and for providing assistance to academics whose performance is assessed as requiring improvement. Wherever possible, supervisors will be competent in the areas of expertise of the academics for whom they are responsible.
- 52.3 The procedures set out in this clause are designed to provide a mechanism to assess performance of academic employees. The primary purpose of this process is to provide assistance to any academic employee whose performance is assessed as requiring improvement.

- 52.4 The supervisor will be the head of the academic unit in which the academic is employed, provided that the Vice-Chancellor or nominee may delegate in writing another academic employee classified at Level C or above, to be supervisor of one or more academics or group of academics.
- 52.5 The supervisor will, as far as practicable, within three months of being nominated, receive appropriate training in academic employees assessment techniques and relevant provisions of this Agreement including the academic disciplinary procedures.
- 52.6 Nothing in this Agreement prevents an academic employee who is head of an academic organisational unit which is not a sub-component of any larger academic organisational unit (such a unit may be called a "College" or "Portfolio" or similar title) being made directly responsible to the relevant Pro Vice-Chancellor, or Vice-Chancellor, or nominee within the Vice-Chancellery, in which case the terms of clauses 52.1 to 52.5 will have no application to the academic employee.

53. PROBATIONARY EMPLOYMENT

- 53.1 Notwithstanding the provisions of clause 29, the Vice-Chancellor may dismiss with notice a probationary academic on the grounds of unsatisfactory performance provided that:
- (a) the academic is serving a reasonable qualifying or probationary period determined and notified to the academic in advance; and
 - (b) the dismissal complies with RMIT's probation procedures; and
 - (c) notice of dismissal is given in writing.

- 53.2 An academic dismissed in accordance with clause 53.1 will be entitled to a payment of six months in lieu of notice.

54. PRINCIPLES OF ACADEMIC STAFF RESOURCING AND AVAILABILITY

- 54.1 The University will provide the facilities, office space, technical systems and services necessary for all academics to fulfill their responsibilities of teaching, research, scholarship and service.
- 54.2 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.

55. PRINCIPLES OF CASUAL ACADEMIC STAFF RESOURCING AND COLLEGIALLY

- 55.1 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.
- 55.2 Casual academic employees engaged to lecture for the equivalent of a minimum of one contact hour per week for one semester will be invited to attend relevant College, Centre, School or workgroup meetings. Casual academic employees will be paid for attendance at meetings where they are required or directed to attend.
- 55.3 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.
 - (b) participate in an application for internal funding opportunities, including grants and professional development funds.
- 55.4 A casual academic employee who is:
 - (a) new to the University; and
 - (b) engaged for the equivalent of a minimum of one contact hour per week for one semester; and
 - (c) required to apply University policies in his or her academic work;

will be provided with induction including introduction to necessary software and academic procedures required to fulfill their duties. The casual academic employee will be paid for up to five hours to undertake the University induction program.
- 55.5 Casual academic employees engaged for the equivalent of a minimum of one contact hour per week for one semester will be provided with:
 - (a) a library card
 - (b) outside hours access where and when required
 - (c) an email account
 - (d) appropriate network and intranet access
 - (e) an entry in the University's web staff contact directory;

until the start of the semester following the one for which they are engaged.

56. SECURE EMPLOYMENT

- 56.1 RMIT recognises the importance of maintaining an appropriate balance between casual and non-casual employment of academic staff.
- 56.2 In addition to the University's normal recruitment strategy, the University agrees to offer more secure employment in the following three categories of fellowship positions.

Early Career Development Fellowships (ECDF)

- 56.3 Over the life of this agreement the University will advertise Early Career Development Fellowships and make offers of employment for 15 appointments in each year. For the purposes of this subclause 'in each year' means the first 15 ECDF appointments will occur between 1 July 2014 and 30 June 2015 and then 15 additional ECDF appointments in 12 month intervals thereafter.
- 56.4 All ECDF appointments will be fixed term of up to 3 years duration.

- 56.5 ECDF roles will be advertised internally and externally as they arise.
- 56.6 The field of ECDF applicants will be restricted to applicants who:
- (a) have a PhD or have been an active candidate for their PhD for at least two years; and
 - (b) during the past three years:
 - i. have performed casual teaching work for an Australian University; and
 - ii. have not been employed on a continuing basis at an Australian University.
- 56.7 Successful candidates will be selected from eligible candidates on academic merit.
- 56.8 Successful candidates who have a PhD at the time of appointment will be appointed at Level B, otherwise the level of appointment will be A6.
- 56.9 The teaching and teaching related duties performed by the ECDF employee must be work which would otherwise be performed by casual employees. The AIMC will review ECDF appointments on a regular basis.
- 56.10 At the conclusion of the fixed term contract, the employee will be entitled to apply for conversion to continuing employment and will be converted if she/he has met required standards of performance and conduct unless the work being performed by the ECDF employee is no longer required to be performed. This sub-clause will apply for all staff employed on an early career development fellowship fixed term contract at the time of approval of this agreement.
- 56.11 If the application for conversion to continuing employment is rejected the University will supply the reason in writing.
- 56.12 An ECDF employee whose contract expires and who is not subsequently offered continuing employment due to the work no longer being required and who is not offered any other kind of alternative continuing or fixed term work at RMIT will be entitled to a severance benefit calculated in accordance with clause 11.5.

Industry Fellows

- 56.13 Over the life of the agreement the University will offer fixed term employment to 12 employees in each year in accordance with clause 11.1.2 i). For the purposes of this subclause 'in each year' means the first 12 Industry Fellow appointments will occur between 1 July 2014 and 30 June 2015 and then 12 additional Industry Fellow appointments in 12 month intervals thereafter.

Vice-Chancellor (VC) Research Fellows

- 56.14 Upon expiration of his/her fixed term contract a VC Research Fellow will automatically be offered continuing employment in a teaching and research capacity unless:
- (a) The employee has not met performance standards; or
 - (b) The employee has not met expected standards of conduct; or
 - (c) The VC or his/her nominated representative agrees to an exemption request by the relevant Head of School
- 56.15 For the purpose of this clause a VC Research Fellow is an employee nominated as such on his/her contract of employment and/or in writing by the University.

57. ACADEMIC PROMOTION

- 57.1 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.

58. TERMINATION OF EMPLOYMENT ON GROUNDS OF ILL HEALTH

- 58.1 The Vice-Chancellor may require, in writing, any employee whose capacity to perform the duties of her or his office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 58.2 The Vice-Chancellor may require an employee to undertake a medical examination within one month of written notice. Where the employee elects to apply to the employee's superannuation fund, prior to the expiry of the period of notice, for ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under clause 58.1 hereof will lapse forthwith and no further action will, subject to clause 58.3 hereof, be taken by the Vice-Chancellor under this clause.
- 58.3 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 58.2 above.
- 58.4 The employee will provide consent for a copy of the medical report made by the medical practitioner pursuant to clause 58.1 above to be made available to the Vice-Chancellor and to the employee.
- 58.5 If the medical examination reveals that the employee is unable to perform her or his duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice-Chancellor may, subject to clause 58.7 hereof, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of an employee, the Vice-Chancellor may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.
- 58.6 If within 14 days of the report being made available, and if the employee or a person acting on their behalf so requests, the Vice-Chancellor will not terminate the employment of the employee in accordance with clause 58.5 hereof unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom will be appointed by the University, one by the employee or by a person acting on her or his behalf, and one by the President of the Victorian Branch of the Australian Medical Association. The Panel will not include the practitioner who made the initial report.
- 58.7 In making an assessment as to whether or not an employee is unable to perform her or his duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause will as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 58.8 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.
- 58.9 The Vice-Chancellor may construe a failure by an employee to undergo a medical examination in accordance with these procedures within three months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee is unable to perform her or his duties and is unlikely to be able to resume them within twelve (12) months, 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 PROFESSIONAL STAFF EMPLOYMENT ARRANGEMENTS

This section applies to the professional staff of the University.

59. DEFINITIONS

59.1 For the purposes of this Schedule only, the following definitions will apply:

59.2 "Base rate per hour" means the hourly rate payable to an employee by applying the following formula.

$$\frac{\text{Annual Salary}}{365.25} \quad \times \quad \frac{14}{72}$$

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

60. PROFESSIONAL STAFF CLASSIFICATIONS

60.1 All professional staff positions covered by this Agreement, except apprentice and trainee positions, will be classified according to the classification standards set out in Schedule 2 of this agreement.

60.2 The classification system will provide a clear, transparent and consistent approach to classifying professional staff positions at RMIT whether they are new, vacant or existing positions with an incumbent.

60.3 Application for classification review of a position may be made at any time. All continuing, fixed term and regular casual professional staff may submit a Position Analysis document for a classification review.

60.4 A review of an incumbent's position's classification will assess the work value of the position, not the performance of the incumbent, the workload, the financial circumstances of the work area.

60.5 The Classification Committee will meet regularly to ensure the timely review of existing positions, and the reporting of outcomes to the incumbent.

60.6 Where a committee is formed to review a position classification, for each management representative, it will contain an RMIT professional staff member from the pool nominated by the NTEU. All committee members will be trained in the classification system.

61. CASUAL EMPLOYEE

61.1 A professional staff casual 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 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 has a primary occupation with the University, in which case the minimum period of engagement will be one hour;
- (c) where the casual requests and the University agrees to an engagement of less than the minimum three hours.

61.2 A casual employee will be paid per hour the base rate plus 25%.

61.3 A casual employee will not be entitled to payment for any of the holidays prescribed by clause 50, unless the employee is required to work on such a day and will not be entitled to paid leave of any kind.

62. CONVERSION PROCESS FOR ELIGIBLE CASUAL PROFESSIONAL EMPLOYEES

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

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

62.3 To be eligible to apply for conversion to either continuing or limited term employment, a casual 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.

62.4 For the purposes of this clause, occasional and short-term work performed by the employee in another classification, job or work unit will not:

- (a) affect the employee's eligibility for conversion; or
- (b) be included in determining whether the employee meets or does not meet the eligibility requirements for conversion.

62.5 For the purposes of this clause, a 'work unit' refers to an organisational unit with control over the appointment and deployment of casual professional staff 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.

62.6 A casual employee may apply in writing when she/he meets the conversion criteria described in clause 62.3 above. The University may refuse a formal application for conversion on reasonable grounds.

62.7 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.

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

62.9 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 employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. Conversion of the 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 13.

62.10 An 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 employee is performing work which will either cease to be required or will be performed by a non-casual employee

within 26 weeks (from the date of receipt of the casual employee's application for conversion); and

(b) that ground ceased to apply.

63. ORDINARY HOURS OF DUTY

63.1 The ordinary hours of duty of employees will be determined by the University in accordance with this clause.

63.2 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 63.2 are subject to consultation in accordance with clause 24.

63.3 The ordinary hours of duty for employees other than shift 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.

63.4 The ordinary hours of duty for shift employees 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 clause 67.

63.5 Staff may agree, in writing, on schemes of shift arrangement which may not attract shift allowance, provided that under these arrangements, no employee will be mandatorily required to work a shift which extends beyond 6.00pm, Monday to Friday without payment of shift penalty.

63.6 Notwithstanding any other provisions of this Agreement, RMIT may during the period Monday to Friday, and by agreement with the employee(s) concerned establish an arrangement for extended shifts of up to nine hours thirty minutes (exclusive of meal breaks) which would not attract shift penalty. Provided that an employee so agreeing would not be required to work on more than 80% of the ordinary working days (Monday to Friday).

64. OVERTIME

64.2 All authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 63 will be overtime and will be paid for in accordance with this clause.

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

64.4 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle as defined in clause 63 will be computed and overtime rates will apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

- 64.5 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight will be deemed to have been performed on the day the overtime commenced.
- 64.6 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime will be deemed to have been worked on the day for which the higher rate is payable.
- 64.7 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 64.8 Except where recalled to duty subject to clause 68, an employee classified at HEW Level 8 or above, will not normally be entitled to receive payment for overtime, but will be allowed to receive time off in lieu 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.
- 64.9 The salary of an employee for the purposes of computation of overtime will not include shift work allowances or the casual loading prescribed in clause 61 but will include higher duties allowance and any other allowance in the nature of salary.
- 64.10 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 63.
- 64.11 Subject to clause 64.12 below, the following rates will apply in respect of overtime:
- (a) Other than shift employees:
 - i. for overtime worked Monday to Saturday inclusive - base rate plus 50% for the first 3 hours and base rate plus 100% thereafter;
 - ii. for overtime worked on Sunday - base rate plus 100%;
 - iii. for overtime worked on a holiday - base rate plus 150%.
 - (b) Shift employees:
 - i. Except on a holiday - base rate plus 100%;
 - ii. On a holiday - base rate plus 150%.
- 64.12 An employee classified at HEW 7 or below may, by mutual agreement between the employee and the University reached prior to overtime being worked, take time off in lieu (TOIL) of overtime payment, such time off being calculated in the same manner as is prescribed in clause 64.11 for payment for overtime worked.
- 64.13 An employee required to return to the workplace to work overtime, which is not continuous with ordinary duty will receive a minimum of 3 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 64.11 a).
- 64.14 Where more than one overtime attendance is involved the minimum payment provision will not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.
- 64.15 An employee required to work so much overtime that there is not a break of at least 10 consecutive hours plus reasonable traveling time between the cessation of one period of duty and the commencement of the next ordinary period of duty will be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable traveling time and such release will be without any loss of pay for scheduled ordinary duty occurring during such absence.

- 64.16 An employee required by the University to resume or continue work without having had at least 10 consecutive hours plus reasonable traveling time off duty will 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.
- 64.17 For the purpose of this sub clause "reasonable traveling time" will mean the period of time normally required to travel from the place of residence of the employee to the University and back.

65. MEAL BREAKS

- 65.1 An employee will not be required to work more than 5 consecutive hours without a break for a meal.
- 65.2 A meal break will be of at least 30 minutes but not more than 1 hour.
- 65.3 Time taken as meal breaks will not be paid for and will not be counted as time worked.

66. OVERTIME MEAL ALLOWANCE

- 66.1 An employee who is required:
- (a) after the completion of her or his ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break; or
 - (b) after completion of her or his ordinary hours of duty for the day, to perform overtime duty which involve her or his attendance without a break up to the completion of, or after, the meal period which occurs next after that completion; or
 - (c) to perform duty on a day before the time at which her or his ordinary hours of duty for the day commence, is granted a break for a meal before that time and is not entitled to payment for that break; or
 - (d) to perform duty extending beyond a meal break on a day on which, apart from the requirement, she/he would not perform duty and is not entitled to payment for that meal break;

will be paid a meal allowance of **\$18.00**.

- 66.2 Where a three-course meal is obtainable by the employee at a canteen, cafeteria or dining-room conducted, controlled or assisted by the University, the amount of meal allowance will, in lieu of the amount payable under clause 66.1, be the maximum amount for which a three-course meal is obtainable at the canteen, cafeteria or dining room, up to the amount payable under clause 66.1.
- 66.3 An employee who is required to perform any of the duties specified in clauses 66.1a) – 66.1d) will be paid a meal allowance where the employee cannot reasonably be expected to return to her or his home or lodgings for a meal between the time at which the employee ceases duty before the meal and the time at which the employee is required to commence duty after the meal.
- 66.4 For the purposes of clause 66.1b) "meal period" means:
- (a) the period between the hours of 7.00 am and 9.00 am;
 - (b) the period between the hours of 12 noon and 2.00 pm;
 - (c) the period between the hours of 6.00 pm and 7.00 pm; and
 - (d) the period between the hours of 12 midnight and 1.00 am.

67. SHIFTWORK

67.1 For the purposes of this clause-

"Day Shift" means any shift starting at or after 6.00 am but before 8.00 am and finishing on or before 6.00 pm.

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

"Night Shift" means any shift finishing after midnight and at or before 8.00 am.

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

"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 an employee in the ordinary working hours of the employee and arranged so as to form a recurring cycle of 5 days on shift and 2 days off per week.

"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.

67.2 Except as provided in clause 67.3 below, an employee engaged on an afternoon or night shift will for any ordinary hours worked on Monday to Friday inclusive be paid base rate plus 15%.

67.3 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%
- (c) on a Holiday: 150%.

67.4 An employee whose rostered day off falls on a holiday will be granted one day's leave in lieu of such a holiday.

67.5 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 67.2 above. In such case the allowance provided under this sub clause will be payable in lieu of the allowance provided under clause 67.2 above.

67.6 Shift rosters will normally be arranged in either of the following formats:

- (a) weekly rotation; or

- (b) permanent afternoons.

Staff 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.

- 67.7 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.

67.8 Additional Leave for Seven-Day Shift Workers

- 67.8.1 An 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.

- 67.8.2 The additional annual leave prescribed by clause 67.8.1 above, will be exclusive of non working days and holidays.

68. ON-CALL DUTY

- 68.1 The on-call requirement is initiated by RMIT where there is a requirement for service to be available 24 hours per day, seven days per week. This clause will only apply to an employee authorised and rostered for an on-call requirement and will require the employee's agreement. An employee rostered for on-call duty will be available to work remotely and/or be available for recall to duty.

- 68.2 The "on-call allowance" will be a flat rate, which compensates an employee for their readiness for work. On-call allowance rates are:

- (a) Monday to Friday: \$94.89 per day;
- (b) Saturday, Sunday or Public Holiday: \$150.29 per day.

- 68.3 Shift penalties do not apply to on-call duty.

- 68.4 Where an employee is required to work remotely for a continuous period exceeding one hour, they will be paid at appropriate overtime rates. Provisions in clause 64.13 will not apply as remote access work is not considered recall to duty.

- 68.5 Where an employee is recalled to duty more than twice a month, the employee will be paid subsequent rostered re-call to duty in that month as TOIL.

- 68.6 Prior to on-call work being undertaken, the supervisor and employee can agree to payment of overtime as TOIL. A maximum of 40 hours TOIL may be accumulated at any time and must be taken within eight weeks of that work being performed. TOIL will be taken following approval by the supervisor. TOIL that falls outside of 40 hours will be waived and the equivalent overtime payment will be paid instead.

69. TRANSPORT OF EMPLOYEES AFTER UNROSTERED SHIFTS OR OVERTIME

- 69.1 When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not

available, the University will provide the employee with either a conveyance to the employee's home or where the employee provided her or his own transportation, reimbursement at the relevant rate per kilometre.

70. HIGHER DUTIES ALLOWANCE

- 70.1 An employee who is required by the University to act in a position of higher classification than that which the employee occupies will be paid a higher duties allowance provided the period of acting service in the higher position is continuous for a period of ten consecutive working days or more.
- 70.2 For the purposes of this clause, a public holiday will count as part of the qualifying period when an employee acts in a higher position on the working day immediately prior to and on the working day immediately following the public holiday.
- 70.3 Where an employee qualifies for payment of a higher duties allowance, the allowance will be payable from the date the employee commences the performance of the higher duties.
- 70.4 An employee who is required to perform the full duties of a higher classified position will be entitled to the payment of a higher duties allowance. The rate of the allowance will be the difference between the employee's substantive base salary and the minimum salary applicable to the higher classified position.
- 70.5 Where an employee performs a portion of the duties of a higher classified position, the employee will be paid an allowance which will be equal to that proportion of the difference between the salary of the employee and the minimum salary of that higher position of which the employee is performing a portion of the duties. The proportion will equate with the proportion of the duties of the higher position performed.
- 70.6 Where an employee performs the duties of a higher position for periods that are not continuous but in aggregate total more than 12 months, the employee will upon the completion of each period totaling 12 months be granted salary increments applicable to the higher position provided that for the first and subsequent increments, each total 12 month period of higher duties is completed within the period of 24 months preceding that completion.
- 70.7 For the purposes of clause 70.6 above, where an employee performs the duties of another position having the same or higher classification than the higher position for which the employee was receiving a higher duties allowance, these duties will be deemed to be performance of duties in the higher position.
- 70.8 Where an employee who is performing the duties of a higher position is permanently promoted to that position, the employee will not suffer any reduction in remuneration, and will receive the same increments as if the employee had during the period of temporary service in the higher position been the permanent occupant of that position.
- 70.9 An employee, who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause, will continue to be paid such an allowance if the delegated officer certifies that the allowance would have been paid but for the granting of the leave, and the employee will continue to act in the higher position after the commencement of duty, provided that:
- (a) where an employee is granted leave on a part-time basis; the replacement employee undertaking the duties of the higher position will receive the allowance on a pro-rata basis equivalent to the percentage of the time of leave granted;
 - (b) where an employee has received an allowance in respect of acting in an unbroken series of higher positions up to the time of proceeding on leave with pay (other than long service leave), the employee will continue to receive the allowance during the leave if the delegated officer certifies that the allowance would have been paid in respect of acting in any one of those positions but for the granting of leave and the employee will continue to act in the higher position after the commencement of duty.

- 70.10 When higher duties allowance payments are included in leave with pay in accordance with clause 70.9 above, the leave period in respect of which the payments are included will be regarded as service for the purpose of the granting of increments in accordance with this clause.
- 70.11 An allowance payable to an employee under this clause will be regarded as salary for the purposes of calculating all other types of allowances, including overtime.
- 70.12 An employee will not be penalised in any way for a refusal to perform higher duties.
- 70.13 Nothing in this clause will prevent higher duties allowance being authorised for periods less than specified in sub clause 70.1.

71. SPECIAL ALLOWANCES

71.1 First Aid Allowance

- 71.1.1 Professional staff appointed as First Aid Officers who possess a current first aid level II certificate and are working in situations where there is a fall hazard, defined as a potential for a person to involuntary fall more than two metres, will be paid an allowance of \$15.14 per week.

71.2 Trades Assistant's Allowance

- 71.2.1 Professional staff classified at HEW 3 level and working as a trades assistant and who possess a relevant ticket for working at heights are entitled to a multi allowance of \$20.63 per week.

71.3 Plumber Trades Allowances

- 71.3.1 Professional staff working as a plumber at HEW 4 level will be paid the following allowances.

- (a) Tool allowance of \$6.31 per week
- (b) Industrial allowance of \$79.02 per week
- (c) Trade allowance of \$22.25 per week.

72. LEAVE TO ACCOMPANY A SPOUSE IN TRAVEL

- 72.1 Where an employee's spouse is employed at the University and the spouse is to travel whilst on long service leave or as part of a Staff Development Program or professional staff 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 employee's accrued long service leave and annual leave credits have been exhausted;
- (e) satisfactory evidence that the spouse is to travel overseas, together with the period and purpose of overseas travel, is submitted.

- 72.2 For the purpose of this clause a person with whom the employee has an established defacto relationship will be regarded as the spouse of the 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 defacto relationship.

73. TRADE APPRENTICE RATES

73.1 Apprentices will be paid a percentage of the Higher Education Worker Level 3 point 3 (HEW 3.3) classification salary rate, according to the year of their apprenticeship as follows:

- 1st year: 50% of the HEW 3.3 classification salary rate
- 2nd year: 60% of the HEW 3.3 classification salary rate
- 3rd year: 75% of the HEW 3.3 classification salary rate
- 4th year: 90% of the HEW 3.3 classification salary rate

SCHEDULE 1. ACADEMIC EMPLOYEES CLASSIFICATIONS & SALARIES

This schedule applies to the Academic employees of the University.

1. MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)

- 1.1 Minimum standards for levels of academic staff, other than a casual, 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 staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.
- 1.2 An academic 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 is appointed or promoted. In addition, an academic 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.
- 1.3 MSAL will not be used as a basis for claims for reclassification.

2. TEACHING & RESEARCH ACADEMIC STAFF CLASSIFICATIONS

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop her or his 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 her or his profession or discipline, and undertake administration primarily relating to her or his activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in her or his 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 her or his profession or discipline. He or she will normally undertake administration primarily relating to her or his 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.

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 he or she will make original contributions, which expand knowledge or practice in her or his 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 interdisciplinary area at undergraduate, honours and postgraduate level. He or she 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.

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 her or his discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in her or his discipline.

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 her or his 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 her or his discipline. He or she will make a commensurate contribution to the work of the institution.

3. RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

Level A

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 staff 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. He or she will undertake administration primarily relating to her or his activities at the institution.

Level B

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 research academic will make independent and original contributions to research, which has a significant impact on her or his field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of her or his discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities. A Level C research academic will provide leadership in research, including research training and supervision.

Level D

A Level D research academic will make major original and innovative contributions to her or his field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within her or his institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to her or his field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in her or his field of research, within her or his institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

4. ACADEMIC SALARIES

- 4.1 Salary increases are operative from the first full pay period to commence on or after the respective dates specified in this schedule.
- 4.2 Where an employee is employed on a part-time basis, or for less than a full year, the salary rates set out in this schedule will be paid on a pro-rata basis from the first pay period to commence on or after the dates indicated.

		11-Aug-13	1-Aug-14	1-Aug-15	1-Aug-16	1-May-17
Classification	Level	3%	3%	3%	3%	3%
Academic Level A	A1	57,755	59,488	61,272	63,111	65,004
	A2	61,025	62,855	64,741	66,683	68,684
	A3	64,321	66,251	68,238	70,286	72,394
	A4	67,620	69,649	71,738	73,891	76,107
	A5	70,302	72,411	74,584	76,821	79,126
	A6	72,983	75,172	77,428	79,750	82,143
	A7	75,664	77,933	80,271	82,680	85,160
	A8	78,339	80,690	83,110	85,604	88,172
Academic Level B	B1	82,465	84,939	87,487	90,112	92,815
	B2	85,560	88,126	90,770	93,493	96,298
	B3	88,651	91,310	94,049	96,871	99,777
	B4	91,745	94,497	97,332	100,252	103,260
	B5	94,836	97,681	100,611	103,630	106,739
	B6	97,929	100,867	103,893	107,010	110,220
Academic Level C	C1	101,019	104,050	107,171	110,386	113,698
	C2	104,115	107,238	110,455	113,769	117,182
	C3	107,207	110,423	113,736	117,148	120,662
	C4	110,299	113,608	117,016	120,527	124,143
	C5	113,389	116,791	120,294	123,903	127,620
	C6	116,485	119,979	123,578	127,286	131,104
Academic Level D	D1	121,639	125,288	129,047	132,918	136,906
	D2	125,761	129,534	133,420	137,422	141,545
	D3	129,882	133,778	137,792	141,925	146,183
	D4	134,007	138,028	142,169	146,434	150,827
Academic Level E	E1	156,687	161,388	166,229	171,216	176,353

- * Level A academics required to carry out full subject coordination duties as part of normal duties, or upon appointment holds, or during appointment gains, a relevant doctoral qualification will be paid at no lower than salary point A6.

5. CASUAL / SESSIONAL ACADEMIC STAFF – HOURLY RATES

- 5.1 Hourly rate increases are operative from the first pay period to commence on or after the respective dates specified in this schedule.
- 5.2 The minimum salaries paid to academic staff employed on a part-time (non-fractional) basis will be at the rates provided in this clause. These rates are derived from three base rates calculated using the following formulae.

5.2.1 Lecturing and Academic Judgement Rate

The base rate applicable to lecturing or activities where academic judgement is required is determined by reference to the second step of the full-time Level B scale, and calculated as follows:

$$\frac{B2/52}{37.5} + 25\% = \$ \text{Lecturing and Academic Judgement rate}$$

5.2.2 Rate Applicable to Performance of Other Duties involving Full Course Co-ordination or Possession of a Relevant Doctoral Qualification

The base rate applicable where the duties include full course coordination or the employee possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale, and calculated as follows:

$$\frac{A6/52}{37.5} + 25\% = \$ \text{Full course coordination or relevant PhD rate}$$

5.2.3 Rate Applicable to all Other Duties

The base rate applicable to all other duties including tutoring rates not covered elsewhere is determined by reference to the second step of the full-time Level A scale, and calculated as follows:

$$\frac{A2/52}{37.5} + 25\% = \$ \text{All other duties rate}$$

5.3 Lecturing

- 5.3.1 A casual academic required to deliver a lecture of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, administration of relevant records of the students for whom the casual employee is responsible, and student consultation, will be paid at a rate for each hour of lecture delivered, according to the following table:

Type of lecturing & associated working time assumed	Rate per hour delivered from the first pay period to commence on or after				
	11 Aug 2013	1 Aug 2014	1 Aug 2015	1 Aug 2016	1 May 2017
	3%	3%	3%	3%	3%
Lecture, where the casual academic has not presented the lecture previously (1 hour of delivery and 3 hours associated working time)	219.41	225.99	232.77	239.75	246.95
Lecture, where the casual academic has presented the lecture previously (1 hour of delivery and 2 hours associated working time)	164.55	169.49	174.57	179.81	185.21
Repeat lecture (1 hour of delivery and 1 hour associated working time)	109.71	113.00	116.39	119.88	123.48
Specialist lecture (1 hour of delivery and 4 hours associated working time)	274.27	282.50	290.98	299.70	308.70

5.3.2 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days.

5.3.3 For the purposes of this clause, the term "lecture" means any education delivery described as a lecture in a course or unit outline, or in any official timetable issued by the University.

5.4 Tutoring

5.4.1 A casual academic required to deliver a tutorial of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, administration of relevant records of the students for whom the casual employee is responsible, and student consultation, will be paid at a rate for each hour of tutorial delivered, according to the following table:

Type of tutoring and associated working time assumed	Rate per hour delivered from the first pay period to commence on or after				
	11 Aug 2013	1 Aug 2014	1 Aug 2015	1 Aug 2016	1 Aug 2017
	3%	3%	3%	3%	3%
Tutorial (1 hour delivery / 2 hours associated working time)	117.36	120.88	124.51	128.24	132.09
Repeat tutorial (1 hour of delivery / 1 hour associated working time)	78.23	80.58	83.00	85.49	88.05
Tutorial (1 hour delivery / 2 hours associated working time) where clause 5.2.2 applies	140.40	144.61	148.95	153.42	158.02
Repeat tutorial (1 hour delivery / 1 hours associated working time) where clause 5.2.2 applies	93.58	96.39	99.28	102.26	105.33

5.4.2 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days.

5.4.3 For the purposes of this Agreement, the term "tutorial" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by RMIT.

5.5 Musical Accompanying with Special Educational Services

5.5.1 For musical accompanying, the casual employee will be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered:

Musical accompanying special educational service, and associated working time	Rate per hour delivered from the first pay period to commence on or after				
	11 Aug 2013	1 Aug 2014	1 Aug 2015	1 Aug 2016	1 May 2017
	3%	3%	3%	3%	3%
Musical accompanying (1 hour of delivery / 1 hour preparation time)	77.00	79.31	81.69	84.14	86.66
Musical accompanying (1 hour of delivery / 1 hour preparation time), where clause 5.2.2 applies	92.12	94.89	97.73	100.67	103.69

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

5.6 Undergraduate Clinical Nurse Education

- 5.6.1 A casual academic 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 employee is responsible, and student consultation according to the following table:

Type of undergraduate clinical nurse education & associated working time assumed	Rate per hour delivered from the first pay period to commence on or after				
	11 Aug 2013	Aug 2014	Aug 2015	Aug 2016	May 2017
	3%	3%	3%	3%	3%
Little preparation (1 hour of delivery/0.5 hour associated working time)	58.69	60.45	62.26	64.13	66.06
Normal preparation (1 hour delivery/1 hour associated working time)	78.23	80.58	83.00	85.49	88.05
Little preparation (1 hour delivery / 0.5 hours associated working time) where clause 5.2.2 applies	58.69	72.29	74.46	76.69	78.99
Normal preparation (1 hour delivery / 1 hour associated working time) where clause 5.2.2 applies	78.23	96.39	99.28	102.26	105.33

- 5.6.2 For the purposes of this sub clause, the term "undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

5.7 Marking

- 5.7.1 All marking by a casual academic will be paid for separately (except in the case of marking which takes place during a lecture, tutorial, or clinical session). The hours allocated will be agreed based on the number of students involved and the complexity of the task. The casual employee will be paid in accordance with Schedule 1 clause 5.2. Where the exercise of academic judgement is required the rate at Schedule 1 clause 5.2.1 will apply.

5.8 Developing Learning Materials

- 5.8.1 Where a casual employee is required to prepare learning materials, the hours allocated and the pay level under Schedule 1 clause 5.2 will be agreed based on the complexity of the task and the amount of intellectual and academic expertise required. Where the exercise of academic judgement is required the rate at Schedule 1 sub clause 5.2.1 will apply.

5.9 Conduct of Research

- 5.9.1 Where a casual employee is employed to conduct research, the hours allocated and the pay level under Schedule 1 clause 5.2 will be agreed based on the complexity of the task and the amount of intellectual and academic expertise required. Where the exercise of academic judgement is required the rate at Schedule 1 clause 5.2.1 will apply.

5.10 Other Required Academic Activity

5.10.1 A casual employee required to perform any other required academic activity as defined in Schedule 1 clause 5.10.2 of this clause will be paid at an hourly rate as follows:

Type of activity	Rate per hour delivered from the first pay period to commence on or after				
	11 Aug 2013	Aug 2014	Aug 2015	Aug 2016	May 2017
	3%	3%	3%	3%	3%
Other activity	39.12	40.29	41.50	42.74	44.03
Other activity, where clause 5.2.2 applies	46.79	48.19	49.64	51.12	52.66

for each hour of such activity delivered as required and demonstrated to have been performed.

5.10.2 For the purposes of this clause, “other required academic activity” includes work that a casual 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, repititeurship, and musical accompanying other than with special educational service;
- (e) development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination; (where academic judgement or full course coordination is required, payment will be in accordance with Schedule 1 clause 5.2)
- (f) consultation with students beyond that mentioned in Schedule 1 clauses 5.3.1, 5.4.1 and 5.6.1;
- (g) supervision; (a casual employee who is supervising a higher degree by research candidate will normally be paid in accordance with Schedule 1 clause 5.2.1)
- (h) attendance at departmental and or faculty meetings as required.

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

SCHEDULE 2. PROFESSIONAL EMPLOYEES CLASSIFICATIONS & SALARIES

This schedule applies to the Professional employees of the University.

1. PROFESSIONAL STAFF CLASSIFICATIONS

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 staff working alone, routine supervision.

Task level

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required.
Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

HIGHER EDUCATION WORKER LEVEL 2

Training level or qualifications

Persons employed at Level 2 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 staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

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

- completion of a trades certificate; or
- completion of year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level

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

Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In trades positions, apply the skills taught in a trade certificate including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical Assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies
- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals

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

In clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application.

- Provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel.
- Process accounts for payment.

HIGHER EDUCATION 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 staff at higher levels.

May undertake stand alone work.

Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques

In technical positions:

- develop new equipment to criteria developed and specified by others
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- demonstrate the use of equipment and prepare reports of technical nature as directed

In library technician positions:

- undertake copy cataloguing
- use a range of bibliographic databases

- undertake acquisitions
- respond to reference inquiries

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements administer enrolment and course progression records

HIGHER EDUCATION 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
- prepare reports of a technical nature

In library technician positions:

- perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

- Operate a discrete unit within a library which may involve significant supervision or be the senior 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
- provide counseling 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
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty

In professional positions:

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counseling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

Training level or qualifications

Persons employed at Level 7 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 staff combined with policy development responsibilities which may include research and publication in technical manager positions, the management of teaching and research facilities for a department or school; in research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

Training level or qualifications

Persons employed at level 8 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 activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

Training level or qualifications

Persons employed at or above this level will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational knowledge

Bring a 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 staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

2. PROFESSIONAL STAFF – ANNUAL SALARY RATES

2.1 Salary increases are operative from the first full pay period to commence on or after the respective dates specified in this schedule.

2.2 Where an employee is employed on a part-time basis, or for less than a full year, the salary rates set out in this schedule will be paid on a pro-rata basis.

HEW Level/ Classification Code		11-Aug-13	1-Aug-14	1-Aug-15	1-Aug-16	1-May-17
			3%	3%	3%	3%
HEW Level 1	1	40,754	41,977	43,236	44,533	45,869
	2	41,568	42,815	44,099	45,422	46,785
	3	42,404	43,676	44,986	46,336	47,726
HEW Level 2	1	43,997	45,317	46,677	48,077	49,520
	2	44,871	46,217	47,604	49,032	50,503
	3	45,813	47,188	48,603	50,062	51,563
HEW Level 3	1	46,313	47,702	49,133	50,607	52,126
	2	47,237	48,654	50,114	51,617	53,165
	3	48,180	49,626	51,114	52,648	54,227
	4	49,146	50,621	52,139	53,704	55,315
	5	50,129	51,633	53,182	54,777	56,421
	6	51,131	52,665	54,245	55,873	57,549
HEW Level 4	1	53,261	54,859	56,505	58,200	59,946
	2	54,322	55,952	57,630	59,359	61,140
	3	55,408	57,070	58,782	60,546	62,362
	4	56,514	58,209	59,956	61,754	63,607
	5	57,646	59,375	61,157	62,991	64,881
HEW Level 5	1	57,889	59,626	61,415	63,257	65,155
	2	59,047	60,818	62,643	64,522	66,458
	3	60,224	62,031	63,892	65,808	67,783
	4	61,435	63,278	65,177	67,132	69,146
	5	62,660	64,540	66,476	68,470	70,524
	6	63,915	65,832	67,807	69,841	71,936
	7	65,191	67,146	69,161	71,236	73,373
	8	66,498	68,493	70,548	72,664	74,844
HEW Level 6	1	67,150	69,164	71,239	73,376	75,578
	2	68,496	70,551	72,667	74,847	77,093
	3	69,862	71,958	74,116	76,340	78,630
	4	71,263	73,400	75,603	77,871	80,207
	5	72,688	74,869	77,115	79,428	81,811
HEW Level 7	1	74,097	76,320	78,610	80,968	83,397
	2	75,582	77,850	80,185	82,591	85,069
	3	77,091	79,404	81,786	84,240	86,767
	4	78,633	80,992	83,422	85,925	88,502
	5	80,205	82,611	85,090	87,642	90,272
HEW Level 8	1	83,357	85,858	88,433	91,086	93,819
	2	85,029	87,579	90,207	92,913	95,700
	3	86,729	89,331	92,011	94,771	97,614
	4	88,463	91,116	93,850	96,665	99,565
	5	90,228	92,935	95,723	98,595	101,552
	6	92,037	94,798	97,642	100,571	103,588
	7	93,875	96,691	99,592	102,580	105,657
HEW Level 9	1	97,251	100,168	103,173	106,268	109,456
	2	99,200	102,176	105,242	108,399	111,651
	3	101,184	104,220	107,346	110,567	113,884
	4	104,199	107,325	110,545	113,861	117,277
HEW Level 10A	1	108,805	112,069	115,431	118,894	122,461

SCHEDULE 3. TRAINEESHIP EMPLOYEES

This schedule will only apply to Traineeship employees of the University.

1. DEFINITIONS

- 1.1 “Approved Training” means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- 1.2 Trainee is an individual who is a signatory to a Training Agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on or off the job. “Trainee” does not include an individual who already has the competencies to which the traineeship is directed.
- 1.3 “Traineeship” means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time traineeships and part-time traineeships including school-based traineeships.
- 1.4 “Training Agreement” means an agreement for a Traineeship made between RMIT and a trainee which is registered with the relevant State or Territory Training Authority.
- 1.5 “Training Package” means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- 1.6 “Training Plan” means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.
- 1.7 “Approved Training” means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- 1.8 “Traineeship Scheme” means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the relevant State or Territory Training Authority.
- 1.9 References in this schedule to the “relevant State or Territory Training Authority” mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register Training Agreements under the relevant State or Territory vocational education and training legislation.
- 1.10 For the purposes of this schedule, any person leaving school before completing Year 10 will be deemed to have completed Year 10.

2. TRAINING CONDITIONS

- 2.1 The Trainee will attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes;
- 2.2 Employment as a trainee under this schedule will not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the University and the trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format employment as a trainee will not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. The University will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.
- 2.3 The University will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

3. EMPLOYMENT CONDITIONS

- 3.1 A full-time trainee will be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full-time, provided that a Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of RMIT. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. A part-time trainee will be engaged in accordance with the provisions of clause 5 of this Schedule, Part-time Traineeships.
- 3.2 Where the trainee completes the qualification, in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- 3.3 Termination of employment of trainees is dealt with in the Training Agreement. The University when such action will give written notice to the trainee at the time the action is commenced.
- 3.4 The trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.
- 3.5 Where the employment of a trainee by the University is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purposes of the Agreement.
- 3.6 Trainees working overtime
 - 3.6.1 Reasonable overtime may be worked by the trainee provided that it does not affect the successful completion of the approved training.
 - 3.6.2 No trainee will work overtime or shiftwork on their own unless consistent with the provisions of Schedule 1 of the Agreement.
 - 3.6.3 No trainee will work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - 3.6.4 The trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by Schedule 1 of the Agreement.
- 3.7 All other terms and conditions of this Agreement that are applicable to the trainee or would be applicable to the trainee but for this Schedule will apply unless specifically varied by this Schedule.

3.8 A trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the University on successful completion of the Traineeship will not be entitled to any severance payments payable pursuant to termination.

3.9 With the exception of the following clauses, the terms and conditions provided by the Agreement will apply to trainees.

(a) Clause 25, Redundancy and Redeployment; and

(b) Clause 29, Disciplinary Procedures

4. WAGES

4.1 The weekly wages payable to full-time trainees will be as provided in clauses 4.4, 4.5 4.6 and 4.8 of this clause and in accordance with clause 3 of this Schedule.

4.2 These wage rates will only apply to trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Schedule.

4.3 The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

4.4 Wage Level

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School Leaver	\$	\$	\$
	255.47 (50%)*	318.96 (33%)	
	298.27 (33%)	358.81 (25%)	432.66
Plus 1 year out of school	358.81	432.66	502.05
Plus 2 years	432.66	502.05	584.73
Plus 3 years	502.05	584.73	668.90
Plus 4 years	584.73	668.90	
Plus 5 or more years	668.90		

4.5 School based traineeships

	Year of schooling	
	Year 11	Year 12
School based traineeships in Wage Levels	\$326.33	\$358.81

4.5.1 Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

4.6 Wage Rates for Certificate IV Traineeships

4.6.1 Trainees undertaking an AQF IV traineeship will receive the relevant weekly wage rate for AQF III trainees at Wage Level applicable with the addition of 3.8% of that wage rate.

4.6.2 An adult trainee who is undertaking a traineeship for an AQF IV qualification will receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

	First Year of Traineeship	Second Year of Traineeship
Wage Level	\$694.01	\$720.59

- 4.7 For the purposes of this provision, out of school will refer only to periods out of school beyond Year 10, and will be deemed to
- 4.7.1 include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - 4.7.2 include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 - 4.7.3 not include any period during a calendar year in which a year of schooling is completed; and
 - 4.7.4 have effect on an anniversary date being January 1 in each year.
- 4.8 Where a person was employed by the University under this schedule immediately prior to becoming an adult trainee with the University, such person will not suffer a reduction in the rate of pay by virtue of becoming a trainee. An "adult trainee" for the purpose of this sub clause is a trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- 4.9 Where a traineeship is converted from an AQF II to an AQF III traineeship, or from an AQF III to an AQF IV traineeship, the employee will move to the next higher rate provided in this schedule, if a wage rate is provided for that new AQF level.

5. PART-TIME TRAINEESHIPS

- 5.1 This clause will apply to trainees who undertake a traineeship on a part-time basis by working less than full-time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- 5.2 Wages
- 5.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 36 hour week.

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

	Highest year of schooling completed		
Wage Level	Year 10	Year 11	Year 12
School Leaver	10.19	12.26	14.78
Plus 1 year out of school	12.26	14.78	17.15
Plus 2 years	14.78	17.15	19.98
Plus 3 years	17.15	19.98	22.85
Plus 4 years	19.98	22.85	
Plus 5 years or more years	22.85		

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

	Year of Schooling	
	Year 11	Year 12
Wage Levels	\$11.15	\$12.26
25% Casual Loading	\$13.94	\$15.33

25 % Casual loading

Table 3: Wage rates for part-time Certificate IV traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV traineeship will receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult trainee (as defined under sub clause 4.8) who is undertaking a part-time traineeship for an AQF IV qualification will receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

	First Year of Traineeship	Second Year of Traineeship
Wage Level	\$23.71	\$24.62

5.3 The hours for which payment will be made are determined as follows:

5.3.1 Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates will apply only to the total hours worked by the part-time trainee on-the-job.

5.3.2 Where the approved training is undertaken solely on-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship), then the total hours on-the-job will be multiplied by the applicable hourly rate, and then 20% will be deducted.

5.3.3 Where the approved training is partly on-the-job and partly off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship), then the total of all hours spent in work and training will be multiplied by the applicable hourly rate, and then 20% will be deducted.

Note: As noted in clause 4.5.1 of this schedule, 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

5.3.4 Where a person was employed part-time by the University under this Agreement immediately prior to becoming a part-time adult trainee with that employer, such person will not suffer a reduction in the hourly rate of pay by virtue of becoming a trainee. An "adult trainee" for the purpose of this sub clause is a trainee who would qualify for the highest wage rate in the Wage Level.

5.4 Employment conditions for all part-time trainees

5.4.1 A part-time trainee will receive, on a pro-rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this schedule will apply to part-time trainees except as specified in this clause.

5.4.2 However, a trainee undertaking a school based traineeship may, with the agreement of the trainee, be paid an additional loading 25% on all ordinary hours in lieu of annual leave, personal leave and public holidays notwithstanding this, where a trainee is called upon to work on a public holiday the provisions of Part H of the Agreement will apply.

5.4.3 A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.

5.4.4 The minimum engagement periods specified in Part H of the Agreement will also be applicable to part-time trainees.

APPENDIX 1. CLAUSE 50 REDUNDANCY AND REDEPLOYMENT FROM THE ACADEMIC AND PROFESSIONAL STAFF UNION COLLECTIVE AGREEMENT 2010

This clause is provided as reference for the purposes of preserved redundancy calculations in relation to clause 25. It is not incorporated into this Agreement.

50. REDUNDANCY AND REDEPLOYMENT

50.1 This clause applies to employees in continuing positions.

50.2 Grounds for Redundancy

Where the University has decided to terminate the employment of one or more employee(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 exigency within an organisational unit or cost centre; or
- d) changes in technology or work methods;

the University will formally notify the employee(s) concerned in writing that their employment will terminate and will outline the reason(s) for the termination. An employee may be represented by a Chosen Representative in the redundancy process.

50.3 Notice periods, redeployment and severance payments for academic employees

50.3.1 The relevant notice period for an academic employee who has received notification will be determined by a combination of two scales, based on age and length of service.

Age based scale

Age	Notice
39 or under	18 weeks
40-44	20 weeks
45 or over	22 weeks

The balance of the notice period is determined by adding three weeks notice for each completed year of continuous service. The maximum period of notice is 74 weeks.

50.3.2 An employee may apply to work out all or part of the relevant period of notice. If there are suitable duties for the employee to undertake, which will result in sufficient work being available to occupy the time fraction on which the employee is employed, 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. If the University has no suitable duties for the employee to do, the employee will receive payment in lieu of notice.

50.3.3 An eight week transition period will commence immediately upon written notification of termination being given to the employee pursuant to sub clause 50.2. Within 14 days from the commencement of the transition period, the employee must indicate to the University whether they choose:

- a) to elect early separation and include the balance of the transition period in her or his redundancy benefits; or
- b) to seek redeployment within the University.

50.3.4 An academic employee who has been given notice pursuant to sub clause 50.2 may decide to include the balance of the transition period in her or his redundancy benefits, in which case the employee will receive upon termination:

- a) payment in lieu of salary for the unexpired portion of the eight week transition period; and
- b) payment in lieu of the notice period prescribed in sub clause 50.3.1; and
- c) payment on a pro-rata basis for long service leave.

All payments under this sub clause will be calculated on the employee's substantive salary at the date of cessation of employment.

50.3.5 Should the employee seek redeployment, the University will provide the employee with all relevant details, and taking into account the relevant skills, experience and work preferences of the employee will:

- a) examine options for retraining;
- b) examine measures that could be taken to avoid termination;
- c) arrange counseling for the employee as required;
- d) monitor all vacancies within the University;
- e) offer the employee redeployment to a suitable vacant position where such a position exists; (suitable vacant position means a position at the same classification level of the employee and for which the employee has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if an employee needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than 6 months.)
- f) consult with any Chosen Representative, on sub clause 50.3.5 a) to sub clause 50.3.5 e) above.

50.3.6 Where the employee, having elected redeployment, unreasonably rejects an offer of redeployment to a suitable vacant position, the Vice-Chancellor may terminate her or his employment on the basis of the severance benefit outlined in the table below.

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

50.3.7 Where an employee is able to be redeployed to a suitable position, no further redundancy action will be undertaken.

50.4 Redeployment, notice periods and severance for professional staff

50.4.1 Professional staff employees will commence an eight week redeployment commencing immediately upon the written notification of termination being given to the employee, provided that an employee may elect to extend the redeployment period for an additional period of up to 18 weeks such that the maximum period of redeployment will be 26 weeks. The ability of the employee to elect an extended redeployment period will be subject to the following.

- a) Where an employee has participated in a voluntary redeployment process as prescribed in clause 51 Voluntary Redeployment, the employee's entitlement to extend the redeployment period beyond the initial 8 week period (that is, up to an additional 18 week period) will be reduced by the period of voluntary redeployment already undertaken by the employee. This will occur provided that the voluntary redeployment process was undertaken immediately prior to the issuing of written notification of termination pursuant to sub clause 50.2; and
- b) Where an employee extends the redeployment period beyond the eight week period, the employee's entitlement to severance pay pursuant to sub clause 50.4.6, will be reduced by the equivalent period of extended redeployment.

50.4.2 Where an employee is able to be redeployed to a suitable position, no further redundancy action will be undertaken.

50.4.3 An employee who is redeployed to a position at a classification level lower than her or his previous substantive classification level, will receive salary maintenance at her or his previous substantive classification level for a period of six months if the employee is under 45 years of age, or for a period of 12 months if the employee is 45 years of age or over at the date of her or his transfer to a lower level position. Following this period the employee will be paid at the rate of pay applicable to the new position into which he or she has been redeployed.

50.4.4 Where the employee, having elected redeployment, unreasonably rejects an offer of redeployment to a suitable vacant position at the employee's substantive classification level, the Vice-Chancellor may terminate her or his employment on the basis of the severance benefit outlined in the table below.

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

50.4.5 An employee who has been given notice pursuant to sub clause 50.2 may, with the University's agreement, choose to take early separation, in which case the redeployment process will cease immediately and the employee will receive upon termination:

- a) payment in lieu of salary for the unexpired portion of the eight week redeployment period; and
- b) payment in lieu of the notice period prescribed in sub clause 50.4.7; and
- c) payment on a pro-rata basis for long service leave.

50.4.6 Where the employee is subject to an extended redeployment period as prescribed in sub clause 50.4.1 and the employee subsequently elects early separation, the redeployment process will cease and the employee will receive upon termination:

- a) payment in lieu of notice specified in sub clause 50.4.7; and

- b) severance payments specified in sub clause 50.4.9 less the extended period of redeployment actually taken ie. the period of redeployment beyond eight weeks.
- 50.4.7 An employee who has not been redeployed by the end of the redeployment period specified in sub clause 50.4.1 will be given five weeks' notice of the date on which he or she will be retrenched. On retrenchment the employee will receive a severance payment as defined in sub clause 50.4.9 below, unless the employee has elected to extend the redeployment period.
- 50.4.8 By agreement, the employee may take immediate separation during the notice period, in which case the balance of the notice period will be paid to the employee in addition to the severance payment as prescribed in sub clause 50.4.9 below.
- 50.4.9 Subject to the provisions of sub clause 50.4.1 b), the severance payment will be determined as follows:
 - a) under 45 years of age: 34 weeks pay; or
 - b) 45 years of age and over: 55 weeks pay; and
 - c) payment for long service leave on a pro-rata basis.

All payments under this sub clause will be calculated on the employee's substantive salary.
- 50.5 Review
 - 50.5.1 An employee may apply to the Vice-Chancellor within 10 working days of receiving written notification of termination in accordance with sub clause 50.2, for a review of the decision to terminate her or his employment on the grounds that the University did not act fairly in making the decision to terminate, or that the rules of natural justice were not applied, or that the decision was discriminatory. This application will not delay any redeployment process.
 - 50.5.2 An application will be referred to a Redundancy Review Committee normally within five working days of receipt of referral to investigate whether the process leading to the decision to terminate was in accordance with sub clause 50.5.1 above.
 - 50.5.3 A Redundancy Review Committee established in accordance with this clause will consist of:
 - a) an independent Chairperson;
 - b) an RMIT employee nominated by the Vice-Chancellor; and
 - c) a staff representative nominated by the RMIT NTEU branch.
 - 50.5.4 A panel of independent Chairpersons will be established by the University by agreement with the RMIT NTEU branch. Chairpersons and panel members will be independent and command the confidence of management and staff.
 - 50.5.5 The Vice-Chancellor will appoint a Chairperson from the panel when establishing a review process following agreement with the RMIT NTEU Branch, ensuring that there is no conflict of interest. The RMIT NTEU Branch will not unreasonably withhold agreement.
 - 50.5.6 The employee may be supported or represented throughout the committee process by a Chosen Representative.
 - 50.5.7 The Redundancy Review Committee will make a determination within 20 working days of the application being received.
 - 50.5.8 If the Redundancy Review Committee determines that the process was complied with by the University, action under this clause will continue. The Vice-Chancellor may choose to extend the timeframe for possible redeployment of the employee by two weeks, if the employee wishes to be redeployed.

50.5.9 If the Redundancy Review Committee determines that the University did not act according to the principles outlined in sub clause 50.5.1 above, the matter will be referred back 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 Redundancy Review Committee.

50.6 During the eight week transition period and the notice period in the case of academic employees or the redeployment period in the case of professional staff employees, the employee will be eligible for:

- a) Time 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;
- b) Outplacement support to a maximum value of \$300.00.

SIGNED for and on behalf of RMIT UNIVERSITY

.....
Signature

.....
Name and Title

.....
Date

.....
Signature

.....
Name of witness

.....
Date

Section blank for purpose of web publishing

SIGNED for and on behalf of the NATIONAL TERTIARY EDUCATION INDUSTRY UNION

.....
Signature

.....
Name and Title

.....
Signature of witness

.....
Name of

.....
Date

Section blank for purpose of web publishing