

MONASH UNIVERSITY ENTERPRISE AGREEMENT (ACADEMIC AND PROFESSIONAL STAFF) 2009

SUMMARY OF KEY FEATURES AND CHANGES

In preparation for the forthcoming staff vote, this document provides a guide to the proposed Monash University Enterprise Agreement (Academic and Professional Staff) 2009 and its key features and changes in comparison with the Monash University Enterprise Agreement (Academic and General Staff) 2005.

It is not a legal document and staff are encouraged to read the full text of the proposed Agreement. Any inquiries regarding the proposed Agreement may be directed to the university's Workplace Relations Branch on telephone 9902 9661 or via e-mail at ebfeedback@adm.monash.edu.au.

Clause 4 – Operation of Agreement:

From date of Fair Work Australia (FWA) approval to nominal expiry date of 30 June 2012.

Clause 5 – Application and Parties Bound:

Exclusion of conjoint appointees from the application of the Agreement.

Clause 7 – Operation of Awards and Agreement:

Agreement remains closed and comprehensive but subject to the National Employment Standards (NESs) of the *Fair Work Act 2009*.

Clause 9 – Re-opening of Negotiations:

- Negotiations for a further agreement to re-open 30 March 2012.
- Establishment of a joint Professional Staff Classification Descriptors Working Party to amend and update the Professional Staff Position Classification Descriptors.

Clause 10 – University Policies and Further Policy Development and Review:

- Commitment to and elaboration of intellectual freedom.
- Review of the university's Research-only Academic Staff Advancement to a Higher Research Level Procedures to identify recommended changes for the advancement of research-only fixed-term staff on the basis of merit independent of grant funding availability.
- Review of university policies and procedures, including the Staff Study Support Program and OSP, to identify recommended changes to encourage the extension of study and training leave to grant-funded research staff where access is merited but grant funding is inadequate.

Clause 11 – Committees and Chairpersons:

- Review and appeal committees to comprise an independent Chair and nominees of the Vice-Chancellor and the President of the Monash University NTEU Branch.
- Chairs to be nominated by the Vice-Chancellor from an agreed pool, with referral to FWA in the event of deadlock.

Clause 12 – Dispute Resolution Procedure:

- Application of procedure extended to include disputes in relation to the NESs and where otherwise provided for in the Agreement.
- Disputes Committee comprises two management nominees and two nominees of the President of the Monash University NTEU Branch.

Clause 13 – Consultation About Change:

- University to notify affected staff and the NTEU regarding any proposed significant or substantial change.
- Prior to a decision to proceed, University to initiate consultation with a written outline of the proposal, its rationale, and the impact on staff, and staff and the NTEU have up to two weeks to respond.
- University to provide written responses to issues raised in writing by staff and/or the NTEU.

Clause 14 – Job Security:

- University commitment to the goal of maintaining the overall size of the workforce and avoiding widespread redundancies and compulsory retrenchments wherever reasonably possible for the nominal life of the Agreement.
- Target reduction of an average of 5% of the total full-time equivalent number of sessional academic staff as a proportion of the total full-time equivalent number of all academic staff by 30 June 2012.

Clause 15 – Performance-Based Contracts (PBCs):

- Threshold annual salary and loadings (inclusive of employer superannuation contributions) for the offer of PBCs increased to \$182,000 and \$125,000 for academic and professional staff respectively, with indexing to apply in line with salary increases during the nominal life of the Agreement.
- PBCs may also exclude the Agreement's provisions regarding research misconduct and the accrual, application and taking of annual leave.

Clause 16 – Mode of Employment – Fixed-term Employment:

- No longer terminable for unsatisfactory performance or redundancy.
- Use of fixed-term employment limited to prescribed categories.

Clause 16 – Mode of Employment – Casual and Sessional Employment:

- Casual loading increases to 24% on commencement of the Agreement and 12 months thereafter to 25%.
- Recognition of sessional academic staff as Teaching Associates of the university.
- Teaching Associate staff access to professional development opportunities, library cards, out-of-hours access, e-mail accounts, internally advertised positions, and internal funding opportunities, as well as network and intranet access and in the university's telephone and web directory.
- Paid half-day induction for Teaching Associate staff.
- Creation of 25 full-time fixed-term Early Career Development Fellowships for offer to eligible Teaching Associate staff (with three reserved for eligible Indigenous staff).

Clause 17 – Continuing (Contingent Funded) Employment:

- Fixed-term research-only staff with at least four years' continuous service and proposed to be renewed for a further period of at least six months are to be transferred to continuing (contingent funded) employment.
- Fixed-term staff provisions apply regarding redundancy and superannuation. Otherwise the same terms and conditions as for other continuing academic staff members apply.

Clause 18 – Fixed-term Notice Renewal and Severance:

Provisions of the existing Monash University Enterprise Agreement (Academic and General Staff) 2005 preserved for fixed-term staff who commenced their fixed-term employment with

the university on or after 22 November 2005 but prior to commencement of the replacement Agreement. For all other fixed-term staff:

- Written notice of the university's intention to renew or not to renew ranging from 2 to 5 weeks dependent on the age and years of continuous service of the staff member.
- Severance pay of 4-8 weeks' pay for eligible fixed-term academic staff and 0-8 weeks' pay for eligible fixed-term professional staff dependent on the staff member's years of continuous service (with an additional two weeks' severance pay for each year of continuous service in excess of four years for fixed-term research-only staff).

Clause 20 – Intercampus Work, Travel and Transfers:

- Relocation leave provisions removed to Schedule 5, paragraph (w).

Clause 21 – Salary Increases:

2% from the commencement of the first full pay period on or after 31 March 2009 (already paid and to be absorbed)

1.5% from the commencement of the first full pay period on or after 31 October 2009

2% from the commencement of the first full pay period on or after 31 March 2010

2% from the commencement of the first full pay period on or after 31 October 2010

2% from the commencement of the first full pay period on or after 31 March 2011

3% from the commencement of the first full pay period on or after 31 October 2011

4% from the commencement of the first full pay period on or after 31 March 2012

Clause 22 – Payment of Salaries and Deductions:

Introduction for a uniform procedure for the recovery of overpayments, with referral to the Dispute Resolution Procedure in the event of a disputed recovery.

Clause 26 – Superannuation:

- Provision for superannuation choice for up to 5% of staff.
- Arrangements for 9% employer contributions to Accumulation 1 maintained.
- Eligibility of fixed-term research-only staff to 17% employer contributions on the same basis as continuing staff dependent on years of continuous service (10-5 years' continuous service phased-in over a five-year period).

Clause 33 – Individual Flexibility Arrangements:

Availability of individual flexibility arrangements to be negotiated between the university and staff to vary the terms of the Agreement regarding annual leave, unpaid parental and carer's leave, and professional staff seasonal employment and annualised salaries.

Clause 34 – Definitions and General Conditions:

Paid work not permitted during any period of paid or unpaid leave without the prior written authorisation of the university.

Clause 36 – Application of Annual Leave:

- Appeal procedures specified where the staff member and his/her supervisor are unable to agree on the time of taking annual leave.
- 30-day cap on payment in lieu of annual leave on termination of employment removed.
- Revised arrangements for excess annual leave balance (EAL) management – after three warning e-mails, if a staff member fails to eliminate his/her EAL by the following 31 December, he/she will be rostered and deemed to be on annual leave from the first working day in the new year until the staff member's annual leave balance is reduced to 20 days.

Clause 37 – Application of Personal (formerly Sick) Leave:

Evidence of illness or incapacity may be required for absences of three consecutive days or less or six aggregate days or less where the university demonstrates reasonable grounds to dispute the genuineness of the staff member's illness or incapacity.

Clause 38 – Application of Long Service Leave:

- A staff member is entitled to choose the time for taking long service leave by giving a minimum of three months' notice.
- Revised arrangements for excess leave balance management – if a staff member fails to submit a proposal to eliminate his/her excess balance within two weeks of being directed to do so on three months' notice, he/she will be rostered and deemed to be on long service leave from 31 December until the staff member's leave balance is reduced to 19.5 weeks.
- Payment in lieu of long service leave on the termination of employment for ill-health where termination is at the initiative of the university after at least four years of service.
- Casual and Teaching Associate service after the commencement of the Agreement will count for long service leave where it meets the requirements for continuous service under the *Long Service Leave Act 1992 (Vic)*.

Clause 39 – Application of Parental Leave:

- Pregnant staff members may be directed to commence maternity leave within six weeks of the expected date of delivery, except where medical evidence is submitted that she remains fit to continue working and it is not inadvisable for her to continue to do so.
- A staff member with at least 12 months' continuous service (including a long term casual as defined at clause 3) who has already taken 12 months' parental leave may with at least six weeks' notice request an additional 12-month period of unpaid parental leave and the university is required to respond within 21 days of the request.
- A staff member with at least 12 months' continuous service (including a long term casual as defined at clause 3) may with at least six weeks' notice request a reduced working year arrangement or a reduced fraction upon his/her return to work and the university is required to respond within 21 days of the request.
- The employment fraction to be applied for a staff member's second or subsequent period of paid parental leave will be the staff member's average fraction for the preceding 12-month period or the period since his/her last return from parental leave, whichever is the lesser period.
- The option of banking the unexpired portion of a parental leave at 60% pay entitlement for use as salary during a future period of unpaid parental leave has been removed.
- A staff member who has failed to discharge his/her return-to-work obligation prior to resignation or dismissal is required to pay the university restitution for the shortfall.
- Where a parental leave at 60% pay entitlement is transferred to a staff member's spouse but that spouse does not reduce his/her fraction of employment after assuming primary caregiver responsibilities, the cash value of the leave at 60% pay entitlement will be based on the salary of the staff member or spouse, whichever is the lesser.

Clause 42 – Christmas/New Year Closedown Arrangements:

- Staff to be absent from duty for the duration of the closedown period unless required to work by the university.
- Debiting arrangements specified where staff have accrued insufficient paid time off to cover their absence from duty during the closedown period other than for Christmas Day, Boxing Day, and New Year's Day.

- Where staff have accrued more paid time off than required to cover their absence from duty during the closedown period, the balance of paid time off remaining is to be taken prior to the next closedown period or is liable to forfeit.

Clause 45 – Occupational Health and Safety:

Provision for an NTEU nominee to attend meetings of the university's OHS Committee and the Committee to receive reports of activity in relation to workplace bullying.

Clause 46 – Environmental Sustainability:

Commitment to improving the sustainability performance of the university and staff and the NTEU to be kept regularly informed about the university's carbon emissions and water and energy consumption.

Clause 47 – Redundancy – Academic Staff:

Provision for additional payment in lieu of any unexpired portion of the four-week period from the staff member's date of receipt of the notice of termination and the date that he/she elects voluntary early separation.

Clause 49 – Redeployment Process – Academic and Professional Staff:

Existing procedures transferred from university policy to the Agreement.

Clause 53 – Termination of Employment and Disciplinary Action – Academic Staff:

Existing procedures regarding counselling requirements and suspension transferred from university policy to the Agreement.

Clause 54 – Professional Staff Disciplinary Procedures:

- Principles inserted for the application of the procedures, including the option of staff to be represented at any stage in the procedures.
- Stages 1-4 of the disciplinary procedures expanded and elaborated, including the transfer of existing provisions from university policy to the Agreement.
- Submission of the determination of the Disciplinary Appeals Committee to the Vice-Chancellor removed.

Clause 55 – Research Misconduct:

Insertion of a specific purpose disciplinary procedure for allegations of academic research misconduct.

Clause 56 – Employment Related Grievance Resolution Procedure:

- Expansion of matters excluded from the application of the procedure, including grievances raised after the effluxion of more than one year and matters where there are alternative internal review procedures available to address the grievance.
- Aggrieved staff member's option to refer his/her unresolved grievance to a Disputes Committee under clause 12, in place of referral to an independent conciliator or Grievance Panel.

Clause 55 – Probationary Employment Principles – Academic Staff:

- A fixed-term academic staff member transferring to continuing employment with less than three years' continuous service is required to continue or recommence probation until he/she has an aggregate of three years' service.
- Probationary Appeals Committee to include a nominee of the President of the Monash University NTEU Branch.

Clause 60 – Academic Workloads:

- Existing procedures for the Faculty Boards of Review transferred from university policy to the Agreement.
- Disputed recommendations by a Faculty Board of Review may be referred to the Dispute Resolution Procedure at clause 12.

Clause 65 – Professional Staff Performance Management Scheme:

- Annual performance review meeting to be convened 3-6 months prior to the staff member's incremental date.
- Reviews of any decision to withhold an increment are to be conducted by a nominee each of the relevant Dean/Divisional Director and of the President of the Monash University NTEU Branch.

Clause 66 – Professional Staff Workloads:

Professional Staff Workload Review Committee to include two nominees of the President of the Monash University NTEU Branch.

Clause 67 – Professional Staff Classifications:

Unsuccessful applicants for reclassification are to be provided with written reasons for the decision by the relevant university Classification Committee.

Clause 70 – Disputed Classifications:

- Classification Review Committee to include two nominees of the NTEU Branch President.
- Position Description Review Committee created to address disputes concerning the content of a position description or position classification proposal form, with reference to the Dispute Resolution Procedure at clause 12 in the event of deadlock.

Clause 71 – Classification Linking:

Classification linking of professional staff for HEW levels 2-3, 4-5, 5-6, and 6-7 to be governed by university policy.

Clause 72 – Indigenous Employment:

- Development of an Aboriginal and Torres Strait Islander employment strategy in conjunction with the NTEU.
- Target maintained of at least 10 additional Indigenous staff members per year.

Clause 74 – Span of Hours:

Arrangements for extended shifts of up to 9.5 hours are subject to notification to and the agreement of the NTEU Monash University Branch.

Clause 76 – Overtime and Time Off in Lieu:

- Substitution of “ordinary rate of pay” (as defined at clause 3) for “ordinary rate” throughout.
- Existing time off in lieu of overtime procedures transferred from university policy to the Agreement.

Clause 77 – Shift Work:

- Definition of “ordinary rate of pay” inserted to include higher duties allowance and any other allowance in the nature of salary and substituted for “ordinary rate” throughout.

Clause 78 – Travelling and Related Expenditure, Meal and Vehicle Allowance:

- Existing policy provisions regarding travelling and related expenditure, meal and vehicle allowance transferred to the Agreement.

- Revised arrangements for the approval and refund of cash advances.

Clause 80 – Overtime Meal Allowance:

- Allowance increased to \$17.45 and future adjustments during the nominal life of the Agreement to be in accordance with the Take Away Fast Foods Sub-group CPI.

Clause 81 – Motorcycle and Bicycle Allowance:

- Reimbursement for petrol and oil applies where a staff member's motorcycle is used for university business.
- Bicycle allowance 0.15% of the weekly rate derived from the HEW level 3, step 7 annual salary.

Clause 82 – Sleep Over Allowance:

- Allowance is \$43.60 or 5.31% of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

Clause 83 – Camping Allowance:

- Allowance is \$16.70 or 2.0% of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

Clause 84 – Professorial and Clinical Loadings:

- Base quanta of all loadings increased to those applying immediately prior to 11 April 2009.

Schedule 3 – Teaching Associate Sessional Rates Descriptors:

- Insertion of a definition of the “associated work” encompassed within the sessional tutorial and lecture rates, including marking if performed (or could reasonably be performed) within the relevant classroom, tutorial/lecture, or equivalent teaching environment.
- Provision for separate payment at sessional marking rates where marking not performed (or could not reasonably be performed) within the relevant classroom, tutorial/lecture, or equivalent teaching environment.
- Faculty guidelines to be developed to assist in the determination of the number of hours to be allowed for marking attracting separate payment.
- Elaboration of the definitions of complex and standard marking.
- More beneficial marking payment arrangements applying by way of local custom and practice may be maintained at the university's discretion.

Schedule 5, paragraph (b) – Personal Leave:

- Entire paid personal leave balance available to be taken as carer's leave.
- Non-casual staff who have exhausted their paid personal leave entitlements and casual staff are entitled to up to two days of unpaid carer's leave on each occasion when required.

Schedule 5, paragraph (h) – Defence Reserve Forces Leave:

- Elaboration of the leave entitlement and payment applying for schools, classes or courses of instruction conducted by or on behalf of Defence Reserve Forces.

Schedule 5, paragraph (l) – Parental Leave (Maternity):

- Specification of the conditions applying to requests for an additional 12-month period of unpaid maternity leave.

Schedule 5, paragraph (m) – Parental Leave (Adoption):

- Parity with maternity leave entitlements whether or not the adopted child is under 12 months of age.

Schedule 5, paragraph (n) – Parental Leave (Spouse/Domestic Partner Birth):

- A staff member with at least 12 months' continuous service and whose spouse/domestic partner (whether or not employed by the university) has already taken 12 months' parental leave is entitled to a 12-month period of unpaid parental leave.
- Specification of the conditions applying to requests for an additional 12-month period of unpaid spouse/domestic partner birth leave.

Schedule 5, paragraph (x) – Workplace Relations Training Leave:

- Existing policy provisions regarding workplace relations training leave transferred to the Agreement.

Schedule 6 – Professional Staff Position Classification Descriptors:

- Descriptors transferred from university policy to the Agreement.