In preparation for the forthcoming staff vote, the following table provides a summary guide (with hyperlinks to the relevant clauses) to the changes and additions in the proposed Federation University Australia Union Collective Agreement (Academic and General Staff) 2015-2018 (the “Agreement”), including the main changes it introduces compared with the current University of Ballarat Union Collective Agreement (Academic and General Staff) 2010-2012.

The following table is not a legal or exhaustive document and staff are encouraged to read the full text of the proposed Agreement available at:

Federation > Staff > Working at FedUni > Human Resources > Enterprise bargaining > [Proposed 2015-2018 Agreement (docx, 213kb)](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx)

Any inquiries regarding the proposed Agreement may be directed to Human Resources on telephone 03 5327 9756 or via email at hr@federation.edu.au.

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| [3 – Definitions](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Definitions) | **A** | The Agreement defines **“Gippsland Transferred Employee”** as a person who was an academic, professional or trades employee of Monash University at the Gippsland Campus on 31 December 2013 and who became a Federation University employee on 1 January 2014.**“Immediate Family”** is now defined in the Definitions clause and has been expanded to now read as follows:a) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, or same sex partner);b) a child (including an adopted child, a permanent care child, a foster child, a step-child or an ex-nuptial child), daughter-in-law, son-in-law, parent, parent-in-law, foster parent, legal guardian, grandparent, grandchild or sibling of the employee or of the employee’s spouse;c) a relative who has taken the place of a parent, or a relative residing with the employee;d) a person for whom the employee has caring responsibilities arising from an Aboriginal or Torres Strait Islander kinship relationship of equivalent status to (a)-(c) above**.** |
| [4 – Operation of Agreement](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#OperationAgreement) | A | Nominal operation of the Agreement is from the date specified in the approval decision of the Fair Work Commission (FWC) until 31 March 2018.Negotiations for a replacement enterprise agreement to commence three months prior to the nominal expiry date of this Agreement. |
| [9.3.18 – No disadvantage for fixed-term staff in further employment as a result of pregnancy and childbirth](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#NineThreeEighteen) | N | New provision makes it explicit that no such disadvantage should occur. |
| [9.3.19 – Short-term Secondment and Exchange Schemes](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#NineThreeNineteen) | N | The University will promulgate relevant policy concerning schemes about both short-term secondment and exchange opportunities for staff. |
| [9.5 – Scholarly Teaching Fellows](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#STF) | **N** | Replaces former clause on Early Career Development Fellowships (ECDFs)The University shall create, fill and maintain 24 Scholarly Teaching Fellow positions on a continuing basis to perform work currently performed by casual teaching staff. Eight positions will be created in each year of the Agreement’s life.* Salary Range A3 to B3
* STF positions created and funded exclusively from bundling of existing casual positions
* STF applicants must have at least one year’s academic appointment experience, excluding persons who have held continuing academic appointments
* STFs may have teaching-focussed workloads that do not exceed 75% of their allocated duties.
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| [9.6 – Senior Staff Performance Based Contracts](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#NineSix) | N | Staff described in clause 9.6.1 may enter into performance based contracts which will override or vary some or all of the Agreement provisions stated in clause 9.6.3 |
| [9.7 – General Staff Vacancies](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#NineSeven) | N | Non-casual General Staff Vacancies at HEW levels 2 through to 8 of greater than 12 months duration will be advertised internally in the first instance  |
| [10 – Probation](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Probation) | A | Maintains existing Probation provisions.Introduces ability to extend probation in situations where staff member has been on approved leave for more than four weeks or where it is determined that an extension may allow a staff member to demonstrate satisfactory performance and/or conduct. |
| [11 – Indigenous Employment and Reconciliation](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Indig) | A | * Commitment to employment of 16 full-time equivalent continuing and/or fixed-term Aboriginal and Torres Strait Islander (ATSI) staff by nominal expiry of Agreement.
* University will endeavour to have four ATSI staff engaged on traineeships at any time during life of Agreement.
* Amendment of Recruitment and Merit Policy by 30/09/15 concerning successful completion of traineeships by ATSI staff so that they are given preference to fill suitable vacant positions.
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| [12 – Salary Increases](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Salary) | A | Provides for the following increases set out at Schedule 1 Academic Annual Salary Rates; Schedule 2 Academic Sessional Rates; and Schedule 3 General Staff Annual Salary Rates:* 2% from 28 June 2015 (Gippsland Transferred Employees only);
* 3% from 28 June 2015 (Staff other than Transferred Gippsland Campus Staff);
* 3% from 10 July 2016 (Gippsland Transferred Employees only);
* On 10 July 2016 all Academic and General Staff Employees (other than Gippsland Transferred Employees) will receive a 3% salary increase plus an additional percentage increase to standardise salaries. Refer to Schedules 1 and 3 of the Agreement for details of specific percentage increases applicable to each incremental salary point;
* 2% from 8 January 2017 (All Staff covered by the Agreement);
* 2% from 9 July 2017 (All Staff covered by the Agreement); and
* 1% from 1 April 2018 (All Staff covered by the Agreement).
 |
| [14.4 – Overpayments and Underpayments](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Overpayment) | N | Introduces specified processes for the rectification of overpayment and underpayments |
| [15 – Superannuation](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Superannuation) | A | Maintains existing provisions.Introduces that:* relevant employer contributions shall continue regardless of employee’s age;
* contributions will be mainlined while an employee is in receipt of accident make-up pay.
 |
| [18 – Incremental Salary Progression](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#IncrementalSalary) | A | Maintains existing provisions.Clause 18.7 adds provisions formerly located at clause 47.1, concerning linking of HEW classification levels 1 and 2.  |
| [22 – Hours of Work](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#HoursofWork) | A | Introduces 9-day fortnight ability for Trades and Services (excluding cleaners, residential and cafeteria staff).Changed UniSports span of hours: 6:00am – 9:30pm Monday to Friday to recognise pool and gym operations |
| [23 – Meal Breaks](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#MealBreaks) | A | Adds to existing provisions that an employee cannot be required to work more than 5 consecutive hours by also stating that an employee shall not work more than 5 consecutive hours |

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| [30 – Workplace Flexibility](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#WorkplaceFlex) | A | Maintains existing provisions.Adds words to highlight ability of parties to agree to flexible working arrangements. |
| [31 – Purchased Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#PurchasedLeave) | A | Maintains existing provisions (change of clause title only).Previously titled “Forty-Eight / Fifty-Two (48/52) Week Employment Cycle”. |
| [36 – Managing Workloads – Academic Employees](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ManagingWLAca) | A | Substantive changes have been made to this clause including:* Workload Allocations based on a spectrum providing scope for negotiation that will recognise the diversity of academic work, which can range from staff having research-intensive (up to 80%) to teaching-intensive (up to 70%) workloads.
* Workloads to be measured by an adjusted Equivalent Full Time Student Load basis taking into account discipline specific pedagogies, professional accreditation requirements and levels of study.
* Inclusion of a Faculty Review Panel to review individual employee workload allocation concerns which cannot be resolved between the employee and supervisor.
 |
| [37 – Managing Workloads – General Staff Employees](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ManagingWLG) | A | Maintains existing provisions.Clause 37.5 added to in respect of replacing staff in key maintenance functions so that completion of essential tasks will continue ‘including agreed cleaning service standards’.  |
| [43 – General Staff Classifications](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#GenStaffClass) | A | Amendment by inclusion of words in bold: All general staff positions, whether filled on an ongoing, fixed term or casual basis, will be classified according to the HEW position classification standards, which are attached as Schedule 6, at whichever classification corresponds to the work performed by the employee. |
| [44 – Position Descriptions](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#PDsGS) | A | Clause 44 in essence remains the same as the previous agreement with some minor amendments. Specifically these amendments clarify that staff will have an agreed position description that matches their position, and changes the nomenclature in the PD review clauses from ‘performance management process’ to ‘Performance Review and Development Program’. |

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| [45 – Reclassification of Positions (General Staff Employees)](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ReClassGS) | A | Changes include:Committee members must be trained in objective work value assessment and must not be an immediate supervisor or team member within the work unit of the position being considered.Reclassification Committee meetings to occur bi-monthly.Research positions shall be classified on basis of duties required, not grant funds received or applied for.Training or undertaking duties as part of a Reclassification Committee will be recognized as work and adequate time release shall be provided.Majority decisions will prevail however minority reports will be considered as part of the Vice-Chancellor’s approval or non-approval deliberations. |
| [47 – Classification of New General Staff Positions](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ClassNewGS) | N | For vacant positions from HEW 1 to HEW 8 that are either new or have significantly changed and have an appointment period of longer than 12 months, the HEW classification will be determined by a Classification Committee (New Positions) prior to advertising. |
| [49 – Annual Leave Loading](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ALLoading) | N | New Provision in clause 49.2 – ability to exchange annual leave loading payment for additional leave. |
| [50 – Personal Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#PersLeave) | N | New clause replacing former Sick Leave and Carer’s provisions and also aspects of former Additional Leave provisions (note aspects of Additional Leave are also incorporated into other Leave clauses). Annual entitlement of 15 days Personal Leave with an additional five days additional leave per year (specified in clause 50.3.3 as non-cumulative).There is no limitation on how much Personal Leave can be used for a particular type of approved absence.An employee may take personal leave for any of the following absences:* where the employee is unfit for work due to personal illness or injury;
* to attend an appointment with a registered health practitioner;
* to provide a member of the employee’s immediate family or household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person. Prior to accessing personal leave for carer’s leave purposes an employee (other than a casual employee) can request and be granted up to five (5) days additional leave with pay in a twelve month period (for part-time employees, a pro-rata basis will apply). The five (5) days referred to in this sub-clause is not cumulative;
* to attend medical, therapeutic or business appointments of a close relative or friend (who is not covered by the definition of immediate family or household member) who is dependent on the employee for this particular appointment;
* where a supervisor is of the opinion that a problem is adversely affecting an employee’s work performance, such as stress, alcohol or drug dependence, or compulsive gambling, personal leave may be granted to attend an approved rehabilitation program; or
* where a supervisor is of the opinion that a problem is adversely affecting an employee’s work performance, such as marriage/family matters, domestic violence, personal leave may be granted to attend to such matters.
 |
| [52 – Parental Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ParentalLeave) | A | Maintains existing provisions however the return-to-work bonus repayable on pro-rata basis where employee ceases employment after less than 12 months from return to work date:* Inclusion of entitlements for Permanent Care Leave.
* Pro-rata paid leave entitlement increased where employee has less than 12 months service upon commencement of leave.
* Inclusion of provisions relating to Australian Government’s Dad and Partner Pay.
 |
| [53 – Cultural and Ceremonial Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#CulturalLeave) | N | New clause that replaces aspects previously part of Additional Leave:* Three days paid leave plus two extra days may be drawn from Personal Leave entitlement per year.
* Aboriginal and Torres Strait Islander cultural and ceremonial leave – may include initiation, birthing and naming, funerals (in cases where ‘immediate family’ definition is not met), NAIDOC etc.
* Leave for other cultural and ceremonial reasons also available.
 |
| [54 – Compassionate Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#CompassLeave) | A | Increased entitlement f two to three days paid Compassionate Leave for each occasion plus an additional two days in circumstances specified in clause 54.2.Employees may add to the above leave by utilizing other forms of paid or unpaid leave. |
| [55 – Miscellaneous and Other Leave](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#MiscLeave) | A | Replaces aspects previously part of Additional Leave * Includes Domestic Violence Leave - five days dedicated paid leave to attend appointments and legal proceedings, seek safe housing and other associated activities and access to further paid leave types, flexible working arrangements, change of work location, phone number, email address, alternate duties
* House Relocation Leave replaces former moving house entitlement
* Also includes Jury Service, ADF Reserve Leave, Emergency Assistance, Pupil-Free Days, Other Special Circumstances.
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| [57 – Recognition of Prior Service for the Purposes of Sick Leave and Long-Service Leave Credits](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#RecogPriorService) | A | Maintains existing provisions and adds the following:* Relating to casual staff only, claims for recognition of service prior to 1 October 1999 can be made for the first 12 months of the new Agreement, after which no service prior to this date will be taken into account.
* Any period of up to 52 weeks break between fixed term appointments shall not constitute a break in service subject to the provisions specified in clause 57.9.
 |
| [58 – Public Holidays and Christmas/New Year Closedown](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#PubHol) | A | Maintains the existing provisions for Ballarat and Wimmera-based Campuses.From 1 March 2016 all University Campuses will observe the same University public holidays and closedown period. This means staff at the Gippsland Campus will receive the Labour Day and Queen’s Birthday public holidays and observe the same Christmas / New Year Closedown dates as other campuses from 2016/2017 onwards.Added provision that where Anzac Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the following Monday. |
| [66 – Managing Unsatisfactory Performance](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ManagingUnsatPerf) | A | Maintains the existing provisions however termination of employment on the grounds of unsatisfactory performance may apply to fixed-term staff subject to specific payment in lieu of the lesser of 6 months’ notice or the remaining period of the fixed-term. |
| [69 – Job Security and Managing Change](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#JobSec) | A | Process now makes express provision for proposals to provide opportunities for consideration of any impact in relation to employees’ family or caring responsibilities.Change to contracting provisions:* University may use contractors in situations including where there is a requirement to meet peak demands that normally would not exceed 6 weeks (the period formerly stated was three months).

New added outsourcing provisions:* Staff nominated by the relevant union(s) will be invited to participate in development of the request for proposal(s), criteria for assessment, and the evaluation of any subsequent responses. Commitment to only engage contractors agreeing to particular terms specified in clause 69.9.3.
 |
| [70 – Resolving Workplace Disputes Arising From This Agreement](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ResolvingWPDisputes) | A | Maintains the existing provisions.Adds that the Agreement dispute resolution process will be followed for disputes about whether the University had reasonable grounds concerning flexible working arrangement requests and requests to extend unpaid parental leave.Disputes commenced under the previous applicable enterprise agreements shall continue to be dealt with pursuant to the former applicable agreement whether notified before or after the commencement of the new Agreement. |
| [73 – Role of Workplace Representatives](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#RoleofWPReps) | A | Maintains the existing provisions and adds the following:Reasonable paid time release will be permitted to union members to attend hearings, conferences or meetings of the Fair Work Commission if those matters directly relate to the individual employee or where they are required to provide advice or act as a witness. |
| [75 – Office Facilities](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#OfficeFacilities) | A | Adds to existing provisions by provision of secure offices for union branch officers at Mt Helen and Gippsland campuses, and access to meeting rooms with internet and telephone access at other campuses of the University. |
| [79 – Uniforms and Protective Clothing](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Uniforms) | A | Insertion of specified amounts for Uniforms:* Up to $200 plus GST (adjusted by CPI)allocated on commencement, or in the case of employees with over twelve (12) months service, each January, to each relevant employee to purchase overalls/slacks/trousers, shorts, vests, jumpers and shirts from the authorised University supplier.
* Safety boots/shoes to be purchased at a value of up to $150 will be replaced at intervals of 18 months from issue, or earlier if damaged or worn out for relevant employees.
 |
| [80 – Tools, Materials and Licences](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#ToolsMaterials) | A | Maintains existing provisions and adds:Where it is necessary for an employee in accordance with the employee’s his/her position description to perform specific tasks that require a formal qualification/licence, e.g. skid-steer, front-end loader, traffic management, forklift, working at heights, bus licence, the University will pay for fees involved in obtaining the necessary qualification. |
| [83 – Staff Facilities](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#StaffFacilities) | N | In respect of lunch and shower facilities the University will provide reasonable access to staff lunch room facilities for all staff and an area for staff to take breaks.In addition, trades and services staff will be provided with air-conditioned lunch rooms, toilets, showers and change room facilities at each campus, and supplied with hot and cold water. |
| [Schedule 7 – Provisions Relating to Gippsland Transferred Employees only](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx#Schedule7) | N | The following provisions from the former *Monash University Enterprise Agreement (Academic and Professional Staff) 2009,* and the *Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009* have been preserved for Gippsland Transferred Employees:Car Parking Arrangements; Flexible Working Arrangements, additional HEW incremental steps; Parental Leave; application of overtime and shift-work for casual employees. |