

11. COMMITTEES AND CHAIRPERSONS

11.1 The review or appeal committees specified in clauses 47, 53, and 54 of this Agreement shall consist of three members as follows:

- (a) A nominee of the Vice-Chancellor;
- (b) A nominee of the President of the Monash University NTEU Branch; and
- (c) An independent Chair appointed in accordance with this clause.

11.2 Each committee in undertaking its role shall:

- (a) allow the staff member to be represented by the NTEU or other Representative of his/her choice;
- (b) allow the University to be represented by an agent of its choice, but not a practising barrister or solicitor;
- (c) provide an opportunity for the staff member, NTEU or other representative of the staff member and the University representative to make submissions, and present and respond to written or oral evidence in relation to the matter before the committee, and take into account such further materials as it believes appropriate to determine the facts in dispute;
- (d) call witnesses as it sees fit;
- (e) ensure that the staff member, NTEU or other representative of the staff member, and the University or its representative has the right to ask questions of witnesses, where appropriate;
- (f) conduct all interviews in the presence of the staff member, NTEU or other Representative of the staff member, and the University representative and/or the Executive Divisional Director, Monash HR Human Resources or his or her representative;
- (g) consistent with the need for fairness, conduct proceedings as expeditiously as possible, consistent with the need for fairness within a two-month time frame (extendable upon application by the Committee Chair to the Vice-Chancellor);
- (h) conduct proceedings in private (unless otherwise agreed by the Committee) and as a committee of inquiry;
- (i) take into account such further material as it believes is appropriate to the case;
- (j) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines.

11.3 Chairs appointed to committees under this clause shall have relevant experience, be independent and command the confidence of management and staff.

11.4 (a) During the operation of this Agreement the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on a pool of agreed Chairs to chair committees established under this clause.

(b) The agreed pool of Chairs should at any time consist of no less than 5 persons and no more than 10. The names of persons in the agreed pool should be reduced to writing by exchange of letters within two months from the commencement of this Agreement. The Director, Workplace Relations will confer with the President of the Monash University NTEU Branch (or delegate) at the beginning of each calendar year (or if required at any other time throughout the year) to discuss whether new names need to be added to the agreed pool (for instance if existing agreed members have become unavailable).

(c) If at any time agreement cannot be reached by the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) on the agreed pool, either the University or the NTEU may seek the assistance of the Fair Work Australia Commission (FWAC). FWAC may convene conferences and, if agreement cannot be reached on the persons who will be named in the agreed pool, FWAC may arbitrate on which names should be included. The parties to this Agreement will accept the outcome of any FWAC arbitration on this issue.

~~11.5 The Chair of a committee established under this clause will be agreed between the parties to this Agreement by the following process:~~

~~(a) In the first instance, the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on an individual from the agreed pool of Chairs to recommend to the Vice-Chancellor for nomination to a particular committee.~~

~~(b) The Vice-Chancellor will consider the agreed recommendation (if any) arising from paragraph (a) above and nominate an individual from the agreed pool of Chairs and notify the President of the Monash University NTEU Branch (or delegate) of the nomination in writing. The President of the Monash University NTEU Branch (or delegate) will then have up to five working days to object in writing to the Vice-Chancellor's nomination. Objection can be made on the basis that the nominated Chair does not meet the requirements of this clause or on other reasonable grounds.~~

~~(c) If the President of the Monash University NTEU Branch (or delegate) does not object in accordance with clause 11.5(b) to the Vice-Chancellor's nomination, the nominated individual will be regarded as agreed and appointed as Chair.~~

~~(d) Alternatively, if the President of the Monash University NTEU Branch (or delegate) does object in accordance with clause 11.5(b) to the nomination, the Vice-Chancellor will consider the objection received and will respond in writing to the President of the Monash University NTEU Branch (or delegate) by either:~~

~~(i) re-nominating for Chair the individual already nominated and explaining why the objection is not accepted, in which case the President of the Monash University NTEU Branch (or delegate) may either accept the re-nomination or refer the matter to FWA for conciliation in accordance with clause 11.5(e); or~~

~~(ii) nominating two other individuals from the agreed pool of Chairs for consideration as Chair, in which case the President of the Monash University NTEU Branch (or delegate) will indicate in writing within five working days which of the two other nominated individuals is accepted as Chair and that nominee will be regarded as agreed and appointed as Chair.~~

~~(e) If clause 11.5(d)(i) applies, the NTEU may refer the matter to FWA for conciliation. The referral must be within five working days of the Vice-Chancellor's nomination under clause 11.5(d)(i) and request that FWA deal with the matter expeditiously and preferably within two working days. The FWA may convene a conference of the parties to assist the parties to reach agreement on the Chair to be appointed from the agreed pool. In the absence of agreement, the parties agree to comply with any recommendation of FWA regarding the Chair to be appointed from the agreed pool.~~

~~(f) If the President of the Monash University NTEU Branch (or delegate) does not accept the Vice-Chancellor's nomination under clause 11.5(d)(i) above and the NTEU has made no referral of the matter to FWA for conciliation in accordance with clause 11.5(e), or does not accept one of the two other individuals nominated as Chair under clause 11.5(d)(ii), as applicable, the agreed and appointed Chair for the purposes of this clause will be either:~~

~~(i) the individual re-nominated for Chair by the Vice-Chancellor; or~~

~~(ii) the Vice-Chancellor's choice between the two other individuals from the agreed pool of Chairs nominated for consideration as Chair;~~

~~as applicable.~~

~~11.5 The Vice-Chancellor will be responsible for selecting a Chair from the agreed pool, having regard to the requirements of this clause and will confer with the Monash University NTEU Branch President as to whether the proposed Chair meets the requirements of this clause.~~