



University of the Sunshine Coast

# Enterprise Agreement (EA) 2023

UniSC would like to acknowledge Kabi Kabi artist Lyndon Davis in collaboration with Dr Leah Barclay and Dr Tricia King. The cover design for the University of the Sunshine Coast Enterprise Agreement (EA) 2023 was adapted from the creative team's project "*Tallo-Billa*", meaning "Humpback Whale" in Kabi Kabi language.

## Table of Contents

<b>1</b>	<b>AGREEMENT FORMALITIES</b>	<b>4</b>
1.1	TITLE	4
1.2	ARRANGEMENT	4
1.3	APPLICATION OF THE AGREEMENT	4
1.4	DATE AND PERIOD OF OPERATION	4
1.5	STATUS OF THIS AGREEMENT	4
1.6	POSTING OF THE AGREEMENT	5
1.7	FLEXIBILITY TERM	5
1.8	DEFINITIONS	5
1.9	JOINT CONSULTATIVE COMMITTEE	8
1.10	DISPUTE RESOLUTION PROCEDURES	8
<b>2</b>	<b>APPOINTMENT</b>	<b>9</b>
2.1	FULL-TIME APPOINTMENT	10
2.2	FRACTIONAL APPOINTMENT	10
2.3	ONGOING APPOINTMENT	10
2.3.1	Ongoing Contingent Funded	10
2.4	FIXED-TERM APPOINTMENT	11
2.4.1	Payment of Severance	13
2.5	CASUAL APPOINTMENT	13
2.5.1	Casual Academic Staff	14
2.5.2	Casual Professional Staff	14
2.6	FIXED-TERM TEACHING FELLOWSHIP	14
2.7	MULTIPLE MODES OF APPOINTMENT	15
<b>3</b>	<b>REMUNERATION</b>	<b>15</b>
3.1	SALARY INCREASES	15
3.2	SUPERANNUATION	15
3.3	SALARY PACKAGING	16
3.4	ELICOS TEACHING STAFF	16
<b>4</b>	<b>HOURS OF WORK</b>	<b>16</b>
4.1	ATTENDANCE OF ACADEMIC STAFF	16
4.2	ATTENDANCE OF PROFESSIONAL STAFF	16
4.2.1	Ordinary hours of work	16
4.2.2	Span of hours	16
4.2.3	Rest Pauses and Meal Break	17
4.2.4	Overtime	17
4.2.5	Flexible Hours Arrangement	18
4.3	EMERGENCY CALL BACK	18
4.4	ON-CALL ARRANGEMENTS	18
<b>5</b>	<b>PERFORMANCE MANAGEMENT</b>	<b>18</b>

<b>5.1</b>	<b>PROBATION</b> .....	<b>19</b>
5.1.1	Termination of probationary employment .....	19
<b>5.2</b>	<b>STAFF DEVELOPMENT</b> .....	<b>19</b>
5.2.1	Professional Development Program (PDP).....	20
5.2.2	Academic Sabbatical .....	20
5.2.3	Study Assistance.....	20
<b>5.3</b>	<b>PERFORMANCE PLANNING AND REVIEW (PPR)</b> .....	<b>20</b>
<b>5.4</b>	<b>REWARDING PERFORMANCE</b> .....	<b>20</b>
5.4.1	Incremental Progression .....	20
5.4.2	Accelerated Incremental Progression .....	20
5.4.3	Broadbanding of Professional Positions.....	20
5.4.4	Acting in Higher Classified Positions .....	21
5.4.5	Professional Position Reclassification .....	21
5.4.6	Academic Promotion.....	21
<b>5.5</b>	<b>ABANDONMENT OF EMPLOYMENT</b> .....	<b>21</b>
<b>5.6</b>	<b>UNSATISFACTORY PERFORMANCE</b> .....	<b>21</b>
<b>5.7</b>	<b>MISCONDUCT AND SERIOUS MISCONDUCT</b> .....	<b>23</b>
5.7.1	Serious Misconduct in Research .....	23
<b>5.8</b>	<b>MANAGING ILL HEALTH</b> .....	<b>24</b>
5.8.1	Workplace Rehabilitation .....	24
5.8.2	Ill Health Termination .....	25
<b>6</b>	<b>LEAVE</b> .....	<b>25</b>
<b>6.1</b>	<b>ABSENCE FROM DUTY</b> .....	<b>25</b>
<b>6.2</b>	<b>RECREATION LEAVE</b> .....	<b>26</b>
<b>6.3</b>	<b>SICK LEAVE</b> .....	<b>26</b>
<b>6.4</b>	<b>CARER’S LEAVE</b> .....	<b>26</b>
<b>6.5</b>	<b>BEREAVEMENT/COMPASSIONATE LEAVE</b> .....	<b>27</b>
<b>6.6</b>	<b>PUBLIC HOLIDAYS</b> .....	<b>27</b>
<b>6.7</b>	<b>UNIVERSITY HOLIDAY – CHRISTMAS / NEW YEAR CLOSE DOWN</b> .....	<b>27</b>
<b>6.8</b>	<b>LEAVE WITHOUT PAY</b> .....	<b>27</b>
<b>6.9</b>	<b>LONG SERVICE LEAVE</b> .....	<b>28</b>
6.9.1	Recognition of Prior Service for Long Service Leave .....	28
<b>6.10</b>	<b>PARENTAL LEAVE</b> .....	<b>28</b>
<b>6.11</b>	<b>OTHER LEAVE</b> .....	<b>29</b>
6.11.1	Special Leave.....	29
6.11.2	Family and Domestic Violence .....	29
6.11.3	Gender Affirmation Leave.....	30
6.11.4	Defence Force Trainings.....	30
6.11.5	Jury Service .....	30
6.11.6	National Sporting Events .....	30
6.11.7	Natural Disaster .....	30
6.11.8	State Emergency Call Out .....	30
6.11.9	Trade Union Leave .....	31
<b>7</b>	<b>TERMINATION OF EMPLOYMENT</b> .....	<b>31</b>
<b>7.1</b>	<b>PAYMENT ON CESSATION OF EMPLOYMENT</b> .....	<b>31</b>
<b>7.2</b>	<b>NOTICE PERIODS</b> .....	<b>31</b>

<b>7.3</b>	<b>EXEMPTIONS TO NOTICE REQUIREMENTS.....</b>	<b>31</b>
<b>7.4</b>	<b>PROVISIONS FOR COMPLETION OF FIXED-TERM APPOINTMENTS.....</b>	<b>31</b>
<b>7.5</b>	<b>REDUNDANCY PROVISIONS .....</b>	<b>31</b>
<b>8</b>	<b>OTHER CONDITIONS .....</b>	<b>32</b>
<b>8.1</b>	<b>ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT .....</b>	<b>32</b>
8.1.1	Indigenous Language Allowance .....	33
<b>9</b>	<b>WORKLOADS .....</b>	<b>33</b>
<b>9.1</b>	<b>PRINCIPLES .....</b>	<b>33</b>
<b>9.2</b>	<b>ACADEMIC STAFF .....</b>	<b>33</b>
<b>10</b>	<b>OUTSIDE EMPLOYMENT.....</b>	<b>37</b>
<b>11</b>	<b>OVERPAYMENT .....</b>	<b>37</b>
<b>12</b>	<b>INTELLECTUAL AND ACADEMIC FREEDOM.....</b>	<b>37</b>
<b>13</b>	<b>JOB SECURITY .....</b>	<b>38</b>
<b>14</b>	<b>CONSULTATION PROVISIONS .....</b>	<b>38</b>
14.1	MANAGEMENT OF CHANGE .....	38
14.2	ROSTER CHANGE CONSULTATION.....	39
<b>15</b>	<b>UNION FACILITIES .....</b>	<b>39</b>
<b>16</b>	<b>STAFF SUPERVISION .....</b>	<b>39</b>
<b>17</b>	<b>WORKPLACE FLEXIBILITY.....</b>	<b>40</b>
<b>18</b>	<b>SECURE EMPLOYMENT COMMITMENT (CASUAL REDUCTION) .....</b>	<b>40</b>
	<b>SCHEDULE 1 – SALARY TABLES .....</b>	<b>42</b>
	SALARY TABLE 1 – FULL-TIME ACADEMIC STAFF MEMBERS .....	42
	SALARY TABLE 2 – CASUAL ACADEMIC STAFF MEMBERS .....	43
	SALARY TABLE 3 – FULL-TIME PROFESSIONAL STAFF MEMBERS .....	45
	SALARY TABLE 4 – CASUAL PROFESSIONAL STAFF MEMBERS.....	46
	SALARY TABLE 5 – FULL-TIME ELICOS TEACHING STAFF MEMBERS.....	47
	<b>SCHEDULE 2 – ALLOWANCES .....</b>	<b>47</b>
	<b>SCHEDULE 3 – ELICOS TEACHING STAFF .....</b>	<b>48</b>
	<b>SCHEDULE 4 – CASUAL ACADEMIC STAFF REMUNERATION AND DUTIES .....</b>	<b>51</b>
	<b>SCHEDULE 5 – REVIEW COMMITTEE .....</b>	<b>54</b>
	<b>SCHEDULE 6 – SPECIAL REVIEW OF 2022 WORKLOAD ALLOCATION.....</b>	<b>55</b>

## **1 AGREEMENT FORMALITIES**

### **1.1 TITLE**

This Agreement will be known as the University of the Sunshine Coast Enterprise Agreement (EA) 2023.

### **1.2 ARRANGEMENT**

PART 1 – Agreement Formalities  
PART 2 – Appointment  
PART 3 – Remuneration  
PART 4 – Hours of Work  
PART 5 – Performance Management  
PART 6 – Leave  
PART 7 – Termination of Employment  
PART 8 – Other Conditions  
PART 9 – Workloads  
PART 10 – Outside Employment  
PART 11 – Overpayment  
PART 12 – Intellectual and Academic Freedom  
PART 13 – Job Security  
PART 14 – Consultation Provisions  
PART 15 – Union Facilities  
PART 16 – Staff Supervision  
PART 17 – Workplace Flexibility  
PART 18 – Secure Employment Commitment (Casual Reduction)  
PART 19 - Agreement Schedules

### **1.3 APPLICATION OF THE AGREEMENT**

- (a) This Agreement is an Enterprise Agreement pursuant to section 172 of the *Fair Work Act 2009*. This Agreement will be binding according to its terms upon the University of the Sunshine Coast (hereinafter referred to as the University), and all staff employed by the University in the Academic, Professional and ELICOS classification levels.
- (b) This Agreement does not apply to senior staff of the University including the Vice-Chancellor and President, Deputy Vice-Chancellors, Chief Operating Officer, Pro Vice-Chancellors, Directors, Heads/Deans of School and such other positions that do not receive a base salary in accordance with Schedule 1.
- (c) This Agreement has been negotiated between the University and the National Tertiary Education Industry Union (NTEU) (hereinafter referred to as the Union).

### **1.4 DATE AND PERIOD OF OPERATION**

This Agreement will commence operating from seven days after its approval by the Fair Work Commission (FWC) and will have a nominal expiry date of 30 June 2026. Negotiation towards a replacement Agreement will commence within three months after the nominal expiry date.

### **1.5 STATUS OF THIS AGREEMENT**

- (a) This Agreement replaces and prevails over any other Agreement that might otherwise apply to staff covered by this Agreement. This Agreement displaces all relevant awards that might otherwise apply to staff covered by this Agreement. This Agreement is to be read in conjunction with the National Employment Standards (NES) and if a term is detrimental to a staff member when compared to a NES standard, the NES standard prevails over the term of this Agreement.

- (b) Negotiated terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures and guidelines for other conditions and benefits affecting employment may be varied from time to time by the University and do not form part of this Agreement.

## 1.6 POSTING OF THE AGREEMENT

An electronic copy of this Agreement will be accessible to all staff.

## 1.7 FLEXIBILITY TERM

This clause constitutes the flexibility term referred to under section 202 of the *Fair Work Act 2009*.

- (a) The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement at clause 6.2 Recreation Leave and clause 4.2 Attendance of Professional Staff for:
- (i) an agreement to reduce their annual salary in exchange for proportionally additional recreation leave over a period of 12 months, or on application by a Professional Staff member, to work ordinary hours for five consecutive days Monday to Sunday if:
  - (ii) the arrangement meets the genuine needs of the University and the staff member in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) the arrangement is genuinely agreed to by the University and the staff member.
- (b) The University must ensure that the terms of the individual flexibility arrangement and its terms:
- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) results in the staff member being better off overall than the staff member would be if no arrangement was made; and
  - (iv) is in writing; and
  - (v) includes the name of the University and the staff member; and
  - (vi) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and includes details of:
    - the terms of the agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - states the day on which the arrangement commences.
  - (vii) does not require that anyone else approve it, other than the staff member and the University.
- (c) The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (d) The University or the staff member may terminate the individual flexibility arrangement:
- (i) by giving written notice of not less than 28 days; or
  - (ii) if the University and the staff member agree in writing — at any time.

## 1.8 DEFINITIONS

Except in so far as the context or subject matter otherwise indicates or requires, the definitions listed in this clause apply to this Agreement:

**‘Aboriginal and Torres Strait Islander’** means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

**'Academic Staff'** are staff appointed in accordance with the Academic Position Classification - Guidelines in place as at 22 August 2011 to positions which reflect the operational requirements and core areas of responsibility which include teaching, research and engagement.

**'Authorising Officer'** means the relevant officer as specified by the University's People and Culture Delegations approved by Council.

**'Capacity'** means the skills, knowledge, experience and qualifications required to perform the duties of the position satisfactorily.

**'Classification'** is the designated position classification level in the Academic and Professional position descriptors guidelines.

**'Consultation'** means conferring in such a way that the participants or, in accordance with this Agreement, their chosen representatives, have access to all relevant material and the opportunity to contribute to and influence a decision. Consultation does not mean reaching agreement.

**'Continuous service'** means a period of service which is unbroken. A staff member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed six weeks.

**'Cost Centre Manager'** means the manager responsible for the budget of the organisational unit.

**'Council'** means the Council of the University of the Sunshine Coast constituted under the University of the Sunshine Coast Act 1998.

**'Deputy Vice-Chancellor (Academic) (DVCA)'** means a person appointed to be the Deputy Vice-Chancellor (Academic) of the University and includes anyone acting in that role on a temporary basis, any nominee of the Deputy Vice-Chancellor (Academic), or any successor.

**'Director, People and Culture'** means the person appointed to be the Director, People and Culture of the University and includes anyone acting in that role on a temporary basis, any nominee of the Director, People and Culture, or any successor.

**'Disciplinary Action'** means formal censuring, counseling, demotion, withholding an increment, suspension with or without pay, and termination of employment.

**'Family and Domestic Violence'** means physical, sexual, financial, verbal, or emotional abuse by a family member (including an extended family member and/or current or former partner) or household member.

**'Harassment'** means any form of behaviour that is unwelcome, unsolicited, unreciprocated and usually (but not always) repeated. It is behaviour that is likely to offend, humiliate or intimidate.

**'Immediate family'** includes:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, of the opposite or same sex);
- a child (including an adopted child, a step-child, ex-nuptial child or foster child), or grandchild;
- a parent, grandparent, or sibling of the staff member or the staff member's spouse; and
- a person approved by the VCP or Authorising Officer.

**'Merit'** refers to the relationship between a person's qualities (knowledge, skills, abilities and experience) and those qualities required for performance in a particular position.

**'Misconduct'** means conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

**'Negotiation'** means the holding of discussions and making genuine efforts to resolve differences and reach agreement.



**'Primary Carer'** is a staff member who has full-time responsibility for the day-to-day care and nurturing of a new child or child. This can include where a fostering arrangement is intended to be long-term, or for whom the staff member has recently become a guardian where the guardianship is intended to be long-term.

**'Professional Staff'** are staff appointed in accordance with the Professional Position Descriptors Guidelines in place as at 22 August 2011 to a position which reflects the operational requirements and core areas of responsibility for professional occupational groups.

**'Reasonably Contemporaneous Marking'** means marking that is consequential to, or originates from, assignments, work or exams, set within a given lecture, tutorial or demonstration, but does not include marking of course wide materials, essays or other assessment tasks.

**'Representative'** means a person the staff member has chosen, whom the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practising as a solicitor or barrister, or a person the University has chosen to represent it who is an employee of an employer association and not currently practising as a solicitor or barrister.

**'Serious Misconduct'** is misconduct of a serious nature and includes:

- serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;
- serious dereliction of the duties required of the staff member's office;
- conviction by a court of an offence which constitutes a serious impediment of the kind referred to in this definition;
- wilful or deliberate behavior by a staff member that is inconsistent with the continuation of the contract of employment;
- conduct that causes serious and imminent risk to the health and safety of a person or the reputation, viability or profitability of the University;
- during employment, engaging in theft, fraud, assault, sexual harassment, intoxication at work (where a staff member's faculties are so impaired as to make the staff member unfit for duty); and/or
- refusing to carry out a lawful and reasonable instruction that is consistent with the staff members contract of employment.

**'Serious Misconduct in Research'** means serious misconduct or misbehaviour on or in connection with research which includes, but is not limited to:

- fabrication, falsification or misrepresentation of data;
- plagiarism, including the direct copying of textual material, the use of other people's data and/or idea without acknowledgement;
- misleading ascription of authorship including the listing of authors without their permission, attributing work to anyone who has not contributed to the research, and the lack of appropriate acknowledgement of work produced by others;
- falsely claiming inventorship; and/or
- failure to comply with legal or ethical requirements.

**'Seven-day shiftworker'** means, for the purpose of the additional week of leave provided by the NES, a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day, seven days a week.

**'Shift'** means a continuous period of work during which a shift worker is rostered for duty.

**'Significant Carer'** is a staff member whose partner has become a Primary Carer of a new child.

**'Supervisor'** means a staff member who has delegated authority on behalf of the University to give a lawful instruction to staff.

**'Union'** means the National Tertiary Education Industry Union (NTEU).

**'Unsatisfactory Performance'** means performance that does not meet the requirements of the position.

**'Vice-Chancellor and President (VCP)'** means the person appointed to be the Vice-Chancellor and President of the University and includes anyone acting in that role on a temporary basis, any nominee of the VCP or any successor.

**'Workplace bullying'** means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.

### **1.9 JOINT CONSULTATIVE COMMITTEE**

- (a) A Joint Consultative Committee (JCC) will be established comprising three nominees of the University and three nominees of the Union, one of which can be an Industrial Officer. By prior agreement additional attendees may be invited to participate in a JCC meeting.
- (b) The JCC will be responsible for Consultation on matters pertinent to the operation of this Agreement. The University will also use the JCC as a forum to consult with the Union on the development of and any proposed changes to policies on employment matters.
- (c) The JCC will meet at least twice per year or at the request of either the University or the Union.
- (d) Members of the JCC may meet with staff members regarding conditions of employment, provided that such meetings are held during work breaks and appropriate prior notice of meeting times and arrangements for such meetings are provided to the University. Members of the JCC will have reasonable access to phone, email, mail and printing facilities. The activities of staff members of the JCC will be undertaken as part of normal duties and they will have adequate and reasonable time to fulfill these activities.

### **1.10 DISPUTE RESOLUTION PROCEDURES**

It is agreed that the University, its staff and the Union all have an interest in the proper application of this Agreement, and in minimising and settling disputes. The objective of these procedures is the effective resolution of any dispute over matters covered by this Agreement and the NES, and in addressing any disputes in a timely manner.

- (a) Where one or more staff members, or the Union, is of the view that there is a dispute about a matter in this Agreement or the NES, written notice of the dispute will be provided to the Director, People and Culture and must provide sufficient detail to enable the University to understand the precise nature of the dispute.
  - (i) On receipt of such advice, the Director, People and Culture will arrange a conference of the person(s) raising the dispute and such person(s) as the Director, People and Culture deems to be involved in the matters arising. Such conference will normally take place within five working days of the advice.
  - (ii) Where the discussions at that conference appear to require further consideration, the consideration may continue. Such discussions or considerations will not normally extend beyond five working days from the date of that initial meeting. A staff member may be either represented or assisted by a Representative of their choice in accordance with this Agreement during all parts of this dispute process.
  - (iii) The Director, People and Culture can recommend conciliation to the parties for resolving some or all of the issues. Where the parties agree, conciliation will be conducted on an agreed schedule. The conciliation process will be without prejudice to the operation of the processes of this clause.

- (b) Where a dispute is not resolved through the processes described above, at the request of either party to the dispute, the matter will be referred to a member of the University Executive. The member of the University Executive will meet with the staff member, their representative (where chosen) and the Director, People and Culture or nominee to try to resolve the matter within 10 working days. Any resolution will be in the form of a written agreement.
- (i) Until the procedures described in clause 1.10(b) have been exhausted
- work will continue in the normal manner;
  - no industrial action will be taken by either party to the dispute; and
  - management will not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute, and the subject matter of the dispute will not be taken to the Fair Work Commission (FWC) by the parties to the dispute (except in the case of any matter where the time limit of notification would otherwise expire).
- (c) In the event that the dispute remains unresolved by the process specified in clauses 1.10(a) or 1.10(b), the matter may be referred to FWC by any party to the dispute.
- (i) The FWC is empowered by this Agreement to settle and determine any dispute over matters covered in this Agreement and the NES. The parties to the dispute will be bound by the determination of the FWC.
- (ii) Where the FWC determines that it has jurisdiction to arbitrate, the FWC may resolve the dispute by the process of conciliation and/or arbitration. The parties to the dispute agree to be bound by the determination of the FWC.
- (iii) Where the FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009, as amended from time to time. Where the FWC determines that it does not have jurisdiction to arbitrate, the parties to the dispute agree to consider all recommendations made by the FWC during conciliation, to resolve the dispute.
- (iv) Nothing in this clause prevents the parties to the dispute to agreeing to refer an unresolved dispute to a person or body other than FWC for resolution, in which case the parties to the dispute agree to be bound by any recommendation made to resolve the dispute.
- (v) The processes described in clause 1.10(a) and (b) will lapse upon receipt of the staff member's resignation.
- (vi) If the dispute is not referred to the FWC within eight weeks, following completion of clauses 1.10(a) and (b) or such further period as expressly agreed between the parties in dispute, then the dispute will lapse.

## 2 APPOINTMENT

Appointments will only be made within the definitions provided by this clause, and under the general principle that staff can be expected to undertake duties which are appropriate to their capacities and classification level. All appointments (except casual appointments) are subject to the probation and termination provisions of this Agreement. All appointments will be made on the basis of merit.

Upon engagement, a staff member will receive an instrument of appointment which will stipulate the type of appointment and informs the staff member of the terms of appointment at the time of appointment in relation to:

- (a) The classification level and salary of the staff member on commencement of employment, and the hours or the fraction of the full-time hours to be worked;
- (b) For fixed-term staff, the term of the employment;
- (c) For casual staff, a statement that additional directed duties required during the appointment will be paid for;

- (d) For any staff subject to probationary employment, the length and terms of probation; and
- (e) Other main conditions of employment including sources for which such conditions are derived and the reporting relationship to apply upon appointment that can be ascertained.

## **2.1 FULL-TIME APPOINTMENT**

Full-time employment is where the staff member's principal employment is with the University and where the employment is for the maximum number of hours per week where specified for the type of appointment. Full-time employment may be ongoing or fixed-term.

## **2.2 FRACTIONAL APPOINTMENT**

A fractional staff member is employed for a regular period each week, which is less than a full-time appointment. Fractional employment may be ongoing or fixed-term. In addition, a fractional appointment can be for certain parts of any year or across specified work cycles during the year. A fractional staff member will be paid on a proportionate basis to the full-time equivalent staff member and will be entitled to leave provisions on a proportionate basis.

## **2.3 ONGOING APPOINTMENT**

Ongoing appointment is employment for an indefinite period. An ongoing appointment is subject to probation, termination and redundancy provisions in this Agreement.

### **2.3.1 Ongoing Contingent Funded**

- (a) A staff member appointed to a position(s) funded by contingent funding for a period of three years or more may be employed on an Ongoing Contingent Funded appointment.
- (b) Further, staff members who have been employed on a casual or fixed term basis for more than three years in a position primarily funded by contingent funding may also apply for such appointment. Applications for appointment to Ongoing Contingent Funded employment may be refused on reasonable grounds, including but not limited to:
  - (i) the staff member is the subject of disciplinary proceedings or disciplinary action or has otherwise not performed satisfactorily in their position;
  - (ii) the staff member is performing work which is predominantly related to discontinued or discontinuing programs or a disciplinary area that is not actively being pursued by the University;
  - (iii) the staff member is a student, and their status as a student was the primary reason for their appointment;
  - (iv) there is uncertainty as to whether the revenue streams supporting the staff member's employment will continue beyond 12 months; or
  - (v) the staff member has signed a pre-retirement contract.
- (c) For the purposes of this clause, contingent funding is limited term funding provided from external sources but not funding that is part of an operational grant from government, funding comprised of payments of fees made by or on behalf of students, or funding derived from the payment of fees for services provided by the University.
- (d) In addition to the termination clauses contained in this Agreement, an Ongoing Contingent Funded appointment may be terminated when the funding that supports the position ceases or is insufficient and there are no other suitable opportunities available, or the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the ongoing requirements of the position.
- (e) Where an Ongoing Contingent Funded appointment is terminated in accordance with clause 2.3.1(d) the notice period outlined in Clause 7.2(a) will apply, plus severance pay calculated per completed year of service with the University (excluding casual service) in accordance with the following scale:

Period of continuous service (excluding casual)	Number of weeks
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 5 years	8
5 years or more but less than 6 years	10
6 years or more but less than 7 years	11
7 years or more but less than 8 years	13
8 years or more but less than 9 years	14
9 years or more but less than 10 years	16
10 years or more	18

- (f) Subject to clause 2.3.1(d) upon the cessation of funding, and where the University and the staff member agree, the staff member may either take paid leave entitlements up to a maximum of six weeks or elect for the payment of leave entitlements to be delayed for up to six weeks (and take leave without pay) to defer the termination date and to allow them to continue in employment for that period to explore further employment opportunities.
- (g) The following clauses in this Agreement will not apply to Ongoing Contingent Funded appointments:
- (a) Clause 14.1 Management of Change when the funding that supports the position either ceases or becomes insufficient, causing termination of the contract; and
  - (b) Clause 7.5 Redundancy Provisions.

## 2.4 FIXED-TERM APPOINTMENT

- (a) A fixed-term appointment is an appointment for a specified term or ascertainable period for which the appointment has specific starting and finishing dates upon which the term of the employment will expire (or instead of a finishing date, will specify the circumstances or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). The use of fixed-term appointments is limited to the appointment of a staff member engaged in accordance with clause 2.6 or for work activity that comes within the description of one or more of the following circumstances:
- (i) **‘Specific task or project’** means a definable work activity which has a starting date, and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it could include the following: a period of employment provided from identifiable funding external to the University, 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.
  - (ii) **‘Research’** means work activity by a person engaged on research only functions for a contract period not exceeding 5 years.
  - (iii) **‘Replacement staff member’** means:
    - undertaking work activity replacing a staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
    - performing the duties of:
      - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a staff member is engaged for the vacant position or vacant higher duties position as applicable.

Upon notification of the return of the incumbent staff member due to unforeseen circumstances, including the early return of a staff member on parental leave, replacement staff may be terminated with the provision of four weeks' notice.

- (iv) **'Recent professional practice required'** means where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed-term contract not exceeding two years.
- (v) **'Pre-retirement contract'** is where a staff member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years.
- (vi) **'Fixed-term contract employment subsidiary to studentship'** is where a person is enrolled as a student. 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:
- 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
  - that an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.
- (vii) **'Apprenticeship or Traineeship'** is a staff member employed pursuant to apprenticeship or traineeship approved by the relevant State authority.
- (b) A fixed-term appointment is subject to the probation and termination provisions for unsatisfactory performance and serious misconduct. Where the University determines that the work is no longer required during the contract period, the staff member will receive payment equivalent to the remainder of the contract, and where applicable, any relevant severance payment.
- (c) Where a fixed-term staff member has been engaged to undertake work for the purposes of 2.4(a)(i) or (ii) above for two or more consecutive fixed-term appointments over a period of five years or more, and they have been employed through a merit-based selection process, they will be eligible to apply for conversion to an ongoing position, provided their performance has been assessed as satisfactory, and there is an ongoing need for the work to be done by that staff member.
- (d) The University may decline a request for conversion where the work is not required to be done on an ongoing basis, or where funding for the position is not expected to continue.
- (e) Where a position is converted to an ongoing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or they have been employed for a period at least equal to the probation requirements for the position, and they were appointed through a merit selection process. Where a person has served less than the probation period and was appointed through a merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed-term basis.

- (f) Where a position is maintained on a fixed-term basis and the incumbent was appointed through a merit selection process, the incumbent will be offered another appointment except where it is demonstrated that the staff member’s performance has been unsatisfactory.

**2.4.1 Payment of Severance**

- (a) Severance will be payable, for all staff appointed on a fixed-term contract where the staff member is appointed on a second or subsequent fixed-term appointment as follows:

Type of Contract	Period of Continuous service	Severance Pay
Replacement Staff Pre-retirement Studentship Apprenticeship or Traineeship Recent professional practice Teaching Fellowships	No Entitlement to Severance	Nil
Specific task or Project Research	Less than 1 year	Nil
	1 year but less than 4 years	4 weeks' pay
	4 years but less than 5 years	5 weeks' pay
	5 years but less than 6 years	6 weeks' pay
	6 years but less than 8 years	7 weeks' pay
	8 years but less than 9 years	8 weeks' pay
	9 years but less than 10 years	9 weeks' pay
	10 years and over	12 weeks' pay

- (b) Severance pay is paid only when the staff member seeks to continue the employment, and when there is no further offer of employment for a reasonably related appointment.
- (c) The University may defer the payment of severance pay for a maximum of six weeks after the expiry of a fixed-term appointment, where the University may offer further employment within six weeks of the expiry of the staff member's fixed-term appointment, and where the staff member is advised of this in writing.
- (d) Breaks between appointments of up to two times per year and of up to six weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.
- (e) Severance pay will not be paid if the staff member obtains an acceptable alternative position within the University within six weeks of the expiry of the fixed-term appointment.

**2.5 CASUAL APPOINTMENT**

- (a) Casual appointments are normally offered where there is a need to engage additional staff where the work is irregular, to cover a short-term absence, to provide industry or professional experience or to provide postgraduate opportunities. Casual staff are engaged by the hour and paid an all-purpose hourly rate which includes a loading of 25 per cent, in lieu of benefits available to ongoing and fixed-term staff, and is derived from the fortnightly salary applicable to the appropriate classification.
- (b) The University does not intend to disproportionately increase the percentage of staff employed on a casual basis during the life of the Agreement.
- (c) The fundamental feature in the offer and acceptance of a casual appointment is that there is no expectation by the staff member or the University that there will be any employment beyond the appointment offered. A casual appointment may be terminated by either the University or the staff member on one hour’s notice and the requirements in the provisions in this Agreement for managing unsatisfactory performance, misconduct and serious misconduct and ill health do not apply.

- (d) A casual staff member will not normally be employed to work more than the corresponding full-time hours prescribed for the classification. Casual staff are not entitled to the benefit of any paid leave entitlement in Part 6 of this Agreement except long service leave and family and domestic violence leave in accordance with clause 6.11.2(c). A casual staff member is entitled to unpaid leave for the purpose of sick, carers', parental, bereavement/compassionate, jury service, and state emergency call out purposes. For clarity a casual staff member does not receive payment for public holidays as outlined in clause 6.6.

#### **2.5.1 Casual Academic Staff**

- (a) Casual Academic Staff are appointed to undertake specific duties and may be engaged for relatively few hours, such as for part of a course. Casual Academic Staff will be paid in accordance with Schedule 4. Casual Academic Staff employed over two consecutive semesters can voluntarily participate in Performance Planning and Review.
- (b) Casual Academic Staff must be engaged and paid for at least two hours of work on each occasion they are required to attend work at the University, inclusive of any incorporated time and payment for associated working time provided for in the pay rates set out in Schedule 3.

#### **2.5.2 Casual Professional Staff**

- (a) Casual Professional Staff professional staff are paid for a minimum of three consecutive hours for each attendance. In instances where an individual's primary occupation is elsewhere or with the University or the person is a University student, including library shelvers, they will be paid for a minimum of one hour for each attendance. Exam invigilators will be paid a minimum of two hours for a one hour exam. In order to meet personal circumstances, a casual staff member can request a minimum engagement of less than three hours where this is suitable to the staff member and the University.
- (b) Should a casual Professional Staff member be engaged on a regular and systematic basis in the same or similar position and same classification either for 12 months at 50% of ordinary working hours, or for at least 24 months the casual can apply in writing for conversion. The University will not unreasonably refuse an application for conversion to a fractional or full-time appointment. However, the University may refuse an application on reasonable grounds, which includes, but is not limited to: that the casual staff member was recently a student, a genuine retiree, is employed elsewhere in the University, does not meet minimum requirements for the position, work will cease to be required or will be performed by non-casual staff within 26 weeks of a conversion application, the staff member does not meet the essential requirements of the position or the work is ad hoc, intermittent, unpredictable or involves hours that are irregular. If the University refuses the application, it must provide written reasons for the decision.
- (c) Staff who are converted from a casual appointment to a fixed-term or ongoing appointment will not have their casual service count as service for calculating any other entitlements except long service leave and parental leave.

#### **2.6 FIXED-TERM TEACHING FELLOWSHIP**

- (a) A casual Academic Staff member who has been engaged on a regular and systematic basis for the same or similar work and that work is expected to continue, may apply for a Teaching Fellowship on a fractional basis for a fixed-term of a minimum of 12 months and up to a maximum of three years on the following conditions:
  - (i) The staff member has held a casual academic appointment at the University for at least the last four semesters, delivering an average of at least five hours of lectures and/or tutorials per teaching week during each semester;
  - (ii) The workload allocation will be 75% teaching and teaching-related duties, and 25% scholarship of teaching, research and/or engagement as agreed with the supervisor; and
  - (iii) The staff member must hold a relevant PhD qualification, or a relevant Masters qualification and/or be enrolled in and progressing toward a relevant PhD.



- (b) Teaching Fellows may be required to teach in more than two semesters in any one calendar year. The maximum number of hours face-to-face teaching will be 16 hours per week.
- (c) Staff appointed to a Teaching Fellowship will be subject to the normal processes for probation, promotion and Performance Planning and Review (PPR).
- (d) Appointments under this clause will normally be at Academic Level A or Level B and will normally consist of work previously undertaken by casual Academic Staff.
- (e) At the conclusion of the Teaching Fellowship appointment, the incumbent will be offered ongoing employment in accordance with clause 9.2, subject to the following:
  - (i) The staff member must hold a relevant PhD qualification;
  - (ii) The staff member's performance must be satisfactory;
  - (iii) The staff member must be able to demonstrate they meet the requirements of an Academic Level A or Level B position; and
  - (iv) The work of the proposed position will not cease to be required within the next three years.
- (f) Casual service for casual Academic Staff who are offered conversion to a Teaching Fellowship will not count as service for calculating any other entitlements except long service leave and parental leave.

## **2.7 MULTIPLE MODES OF APPOINTMENT**

- (a) In most cases, a staff member will be employed under a single contract of employment. It is recognised however that, from time to time, full-time and fractional staff may also voluntarily engage in other casual employment with the University, in addition to their normal duties, with the approval of their substantive Cost Centre Manager.
- (b) In the case of full-time staff, the staff member will be required to make up any scheduled ordinary hours not worked in their full-time appointment. This does not exclude work in their full-time employment which attracts overtime or penalty arrangements.

## **3 REMUNERATION**

### **3.1 SALARY INCREASES**

- (a) This Agreement provides for salary increases in the following instalments:
  - (i) 3% previously provided as an administrative increase effective from 11 March 2023;
  - (ii) 1.5% in the first full pay period following commencement of the Agreement;
  - (iii) 3.25% effective from 9 March 2024;
  - (iv) 3.25% effective from 8 March 2025; and
  - (v) 3.25% effective from 7 March 2026.
- (b) The salary increases are only payable to staff employed at the University on the date the relevant salary increase becomes due.

### **3.2 SUPERANNUATION**

- (a) All contributions to staff member's superannuation funds will be made in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SGA Act**). To the extent permitted by law, the nominated Superannuation fund for the University is UniSuper and contributions will be paid to that fund. The University will provide access to UniSuper's digital choice of superannuation form and access to information about UniSuper when making an offer of employment.

- (b) Where a staff member chooses to have their superannuation contributions made to an alternate fund, the following provisions will apply:
  - (i) the fund must be a complying superannuation fund and registered with the Australian Prudential Regulation Authority (APRA); and
  - (ii) the fund must accept contributions via electronic funds transfer and not impose a minimum contribution restriction.
- (c) The University will increase employer superannuation contributions:
  - (i) at the rate of 17% of salary, set out in the schedule to this Agreement for all continuing and fixed-term staff who are eligible for superannuation under the SGA Act; and
  - (ii) for casual staff at the rate required in accordance with the SGA Act.
- (d) If a continuing or fixed term staff member has chosen a superannuation fund that does not accept a 17% employer superannuation contribution, the University will pay the highest allowable contribution up to 17%.
- (e) A staff member in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that employee not been on authorised leave without pay. Such payments will be funded by the staff member.
- (f) Nothing in this clause derogates from any flexibilities or exemptions available under the current Participation Agreement between the University and UniSuper.

### **3.3 SALARY PACKAGING**

Salary packaging is available to staff (excluding casuals) holding an appointment of twelve months or more.

### **3.4 ELICOS TEACHING STAFF**

Specific provisions for ELICOS Teaching staff are set out in Schedule 3. Except where provided for in Schedule 3 the provisions that apply to Professional Staff apply to ELICOS Teaching staff.

## **4 HOURS OF WORK**

### **4.1 ATTENDANCE OF ACADEMIC STAFF**

Academic Staff will work hours and attend on campus as required for the performance of their duties, however, the University recognises that Academic Staff also require periods away from their designated workplace. Patterns of attendance for Academic Staff are to be discussed and agreed in Performance Planning and Review (PPR) discussions.

### **4.2 ATTENDANCE OF PROFESSIONAL STAFF**

#### **4.2.1 Ordinary hours of work**

- (a) The ordinary hours of work for Professional Staff are 36.25 hours each week, normally 7.25 hours per day, excluding meal breaks. Subject to this clause, ordinary hours will be worked as 36.25 hours in each week.
- (b) Hours in excess of 7.25 per day up to a maximum of 10 hours may be worked as flexible working arrangements.
- (c) Casual staff can be allocated a maximum number of ordinary hours of 10 hours in a day.
- (d) "Week" for the purposes of this clause means a week from Saturday to Friday, aligning with payroll cycle.

#### **4.2.2 Span of hours**

- (a) For professional staff, the ordinary span of hours are 6:00am to 6:00pm Monday to Friday (excluding public holidays), with the exception of the below:
- (i) 7am-9pm, Monday to Sunday, for
    - A. staff providing service desk support (e.g. student services, IT and library services);
    - B. Student Ambassadors; and
    - C. international recruitment staff.
  - (ii) 7am-9pm, Monday to Friday for staff performing laboratory support;
  - (iii) 6am-9pm, Monday to Sunday for staff working in sport and fitness; and
  - (iv) 6.30am-10.30pm, Monday to Sunday for catering and events staff.
- (b) In respect of staff who work within 4.2.2(a)(i) - (iii):
- a. non-casual staff, who work within 4.2.2(a)(i) - (iii) will be paid at the ordinary rate plus a 15% loading for work performed after 6:00pm Monday to Friday; and
  - b. for non-casual staff working ordinary hours on the weekend, who work within 4.2.2(a)(i) - (iii) they will be paid at the ordinary rate plus 50% weekend loading; and
  - c. for casual staff working ordinary hours on the weekend, who work within 4.2.2(a)(i) - (iii), will be paid at the ordinary rate plus a 20% Saturday loading and 50% Sunday loading.

#### 4.2.3 Rest Pauses and Meal Break

- (a) Staff will take two ten minute rest pauses, one in each half of the day, included in working hours. Rest pauses will be taken at times to suit the convenience of the work area.
- (b) Staff are to take an unpaid meal break commencing not earlier than 3 hours and not later than 5 hours from commencement of duty (including rest pause) ranging from a minimum of 30 minutes to a maximum of 2 hours duration, with prior approval from the supervisor.

#### 4.2.4 Overtime

- (a) Professional Staff employed at or below Level 7 are eligible for payment of overtime penalty rates for additional hours worked at the request of their supervisor and approved in advance of the overtime being worked. Overtime should only be approved where work cannot reasonably be performed during the ordinary hours. Overtime will be paid in line with Table 1.
- (b) Overtime is payable for work performed in excess of 36.25 ordinary hours per week or for work in excess of 10 hours on any one day and for work outside the applicable span of ordinary hours.
- (c) Overtime will be calculated to the fifteen minute interval. Minimum call out for overtime will be two hours (four hours on a public holiday) and in the interests of health and efficiency, staff should not be required to work more than 3 hours overtime (exclusive of a meal break) on any day unless special circumstances exist. Meal allowances during overtime will be paid in accordance with Schedule 2 Allowances.

**Table 1**

Days	Rates
Monday to Saturday	Ordinary rate plus 50% for the first three hours overtime in a day and ordinary rate plus 100% thereafter
Sunday	Ordinary rate plus 100%
Public Holidays	Ordinary rate plus 150%

**4.2.5 Flexible Hours Arrangement**

- (a) The flexible hours arrangement provides staff and the University flexibility to achieve a better balance between the personal lives and working times of staff, while giving priority to the University’s operational needs and the maintenance of acceptable workflows.
- (b) The flexible hours arrangement allows for staff to accrue time as ‘flex-time’, on an hour for hour basis, that can then be taken as time off work without loss of pay at a later date. Accumulated credit time is calculated over a four week work cycle, normally to a maximum of fourteen hours and thirty minutes, and the maximum carry over between the four week work cycle will normally be ten hours. Staff cannot accumulate flex-time unless work is available to be performed during the four week cycle and the work is actually performed. Supervisors will not unreasonably refuse a request for a flexible hours arrangement.
- (c) The flexible hours arrangement is available to all Professional Staff excluding casual staff and staff employed on a shift basis. The flexible hours arrangement may be worked in lieu of the ordinary hours of work provided for in clause 4.2.1.

**4.3 EMERGENCY CALL BACK**

- (a) A Professional Staff member, who is required by a duly Authorised Officer of the University to return to work in the event of an emergency with or without notice, will be entitled to payment of overtime rates in line with clause 4.2.4 with a minimum payment of two hours at the overtime rates.

**4.4 ON-CALL ARRANGEMENTS**

- (a) On-call arrangements occur where a Professional Staff member is rostered by the University to be available outside of their ordinary working hours, to respond to emergencies or critical events, ensuring the availability of fundamental services (**On-Call Period**). The staff member is required to be ready, willing and able to perform services as deemed necessary during the On-Call Period.
- (b) Staff will not be required to be on-call for more than seven (7) days in a 28-day period. Any arrangements that would require a staff member to be on-call more frequently than this must only be introduced with their agreement.
- (c) The On-Call Period during which a staff member required to be on-call will be specified in an on-call roster. The staff member will usually be rostered on-call for a seven-day period.
- (d) An on-call allowance will be paid as follows:

Period	On-Call Allowance
Day	\$40.00 per day
7 day On-Call Period	\$280 per week
Public Holidays and University Holiday	\$80.00 per day

- (e) Staff recalled to duty will be entitled to payment of overtime rates in accordance with clause 4.2.4 and 4.3 and will be in addition to the on-call allowance.

**5 PERFORMANCE MANAGEMENT**

The University’s performance management scheme comprises several key elements: probation, performance planning and review, staff development, rewarding performance including promotion, and managing unsatisfactory performance, misconduct and serious misconduct, and ill-health and will operate in accordance with the relevant policies. Management of unsatisfactory performance, misconduct and serious misconduct and ill health will operate in accordance with the terms of this Agreement.

## 5.1 PROBATION

- (a) All staff employed in ongoing or fixed-term appointments will normally undergo a probationary period. Probationary staff are not subject to the provisions of clauses 5.6 and 5.7. The probationary period is set prior to commencement of employment. A probationary period will not be required for a fixed-term staff member on a second or subsequent reasonably contiguous appointment in a position of the same or similar duties.
- (b) The length of the probationary period will be determined following consideration of the period of time required to enable both the University and the staff member to evaluate employment suitability and for the staff member to demonstrate performance and outcomes across the range of duties and expectations prescribed to the position and the probation plan.
- (c) The maximum period of probation will be:
  - (i) Professional positions twelve months
  - (ii) Academic positions three years
- (d) As soon as possible after commencement of employment, the new staff member meets formally with their supervisor to discuss and develop a probation plan.

### 5.1.1 Termination of probationary employment

- (a) The VCP or authorised officer can dismiss a staff member on probation provided that:
  - (i) the staff member is serving a reasonable probationary period decided upon and notified to the staff member in advance;
  - (ii) the staff member has not met the requirements of the position as set out in the probation plan mutually developed with their supervisor;
  - (iii) the probation process has been followed; and
  - (iv) notice of dismissal is given in writing.
- (b) A staff member or the University can terminate probationary employment by providing the following notice:
  - (i) Academic Staff sixteen weeks
  - (ii) Professional & ELICOS Teaching Staff two weeks
- (c) No notice will be provided where a staff member is dismissed during probation for serious misconduct. Notice may be given, paid in lieu or forfeited.
- (d) Where there is a recommendation to terminate the employment of a probationary staff member, the staff member will be advised of the recommendation including any adverse material about the staff member upon which the recommendation is based. If any meeting is held where the performance of a probationary staff member is to be discussed and which may concern the possible termination of a probationary staff member, the staff member may be accompanied by their nominated representative. The staff member will be entitled to respond to the recommendation, and the response will be taken into consideration by the VCP or Authorised Officer when considering the recommendation to terminate.

## 5.2 STAFF DEVELOPMENT

Staff development is a process through which staff continue to learn and expand their capacity to be effective in their work. It can involve a range of formal and informal activities including study, attendance at courses, job rotation, professional development programs and supervisory training and other job training. All staff are required and encouraged to take responsibility for their own learning, to develop goals and to assist in developing other staff.

### **5.2.1 Professional Development Program (PDP)**

- (a) Approval may be granted to undertake research, scholarly or professional activities where, in the opinion of the PDP Committee, such activities contribute to the development of the staff member and the achievement of the University's strategic goals.
- (b) All full-time and fractional staff (0.5 time fraction and above) with a minimum of three years Continuous service at the University are eligible to apply for PDP. Fixed-term staff will not be granted PDP unless there is sufficient time remaining in their current fixed-term appointment to ensure a return to the University from PDP for a period not less than the period of absence. PDP will not extend the term of the fixed-term appointment.

### **5.2.2 Academic Sabbatical**

Academic Staff with an ongoing appointment may request a release from all teaching and teaching-related duties in order to undertake research or scholarship in teaching. The request for release will be for a maximum period of four months, as agreed to by the Cost Centre Manager, and must be supported by a proposal outlining expected outcomes and achievements.

### **5.2.3 Study Assistance**

Financial assistance and leave to attend classes and examinations may be granted to eligible staff enrolled in an approved course at the University. Courses not available at the University may also be supported on the approval of the Director, People and Culture. Staff (excluding casuals) with 12 months or more remaining on their appointment are eligible to apply for study assistance.

## **5.3 PERFORMANCE PLANNING AND REVIEW (PPR)**

Performance Planning and Review is an ongoing cyclical process that facilitates an active and constructive partnership between a staff member and their PPR supervisor to support the ongoing review and development of the staff member's performance within the context of the work area's plans and priorities, University Plans and the University's Strategic Plan. PPR provides a framework for regular, accurate and constructive information and feedback to staff about their performance and can identify areas for future development and improvement.

## **5.4 REWARDING PERFORMANCE**

### **5.4.1 Incremental Progression**

Incremental progression is directly linked with PPR and recognises that performance has been satisfactory and additional skills, experience and knowledge have been acquired. A staff member will advance to the next increment level on their anniversary date. Where unsatisfactory performance or misconduct or serious misconduct procedures have commenced, the increment will be withheld.

### **5.4.2 Accelerated Incremental Progression**

Accelerated incremental progression is a mechanism to reward staff and recognise exceptional overall performance. It is normally triggered by the annual PPR discussion and therefore occurs only once a year.

### **5.4.3 Broadbanding of Professional Positions**

Broadbanding is formal recognition that a position spans two adjoining classification levels in that it is based on job analysis, which examines and evaluates the requirements for a position. It is available for positions classified up to and including Level 10. Broadbanding can recognise the application by a staff member of additional skills to those required at their substantive classification level. At the higher level within the broadband, occupants, through experience, will have developed skills and expertise enabling them to perform more independently the full range of duties at a higher level, and more time will be spent on the more complex functions of the position.

#### **5.4.4 Acting in Higher Classified Positions**

- (a) A staff member may be asked to temporarily fill a vacant higher classified position. If the staff member is in agreement, is performing all of the duties and accepting the full responsibilities of the position, they will receive an allowance in addition to their normal salary. The allowance will be equivalent to the difference between the staff member's salary and the minimum salary of the position temporarily filled and is payable provided the period worked is for:
- (i) five or more sequential working days in the case of Professional & ELICOS Teaching Staff; or
  - (ii) ten or more sequential working days in the case of Academic Staff; or
  - (iii) a regular number of days over a short period, for example, two days per week for a period of ten weeks.
- (b) Where a staff member is performing a percentage of the duties and limited responsibilities of the higher position, the allowance will be a percentage of the difference between the staff member's salary and the minimum salary of the classification of the position temporarily filled. An allowance payable under this clause will be regarded as salary for the purposes of calculating all other types of allowances including overtime.

#### **5.4.5 Professional Position Reclassification**

- (a) Reclassification occurs when the evaluation of a position description for an established position determines that the position should be classified at a level other than that at which it is currently classified. The classification of a position description is based on the qualifications or training, supervision, judgement, independence, and problem solving, organisational knowledge, task level and typical activities required to perform the key responsibilities of the position and does not incorporate any assessment of the personal attributes or performance of the occupant of the position.
- (b) A Cost Centre Manager or a staff member may request the re-evaluation of a position in accordance with the Guidelines for the Job Evaluation of Professional Positions. A request for evaluation of a position does not normally occur unless the staff member has completed a PPR with their supervisor within the last twelve months and evaluation of a position does not normally occur more than once in any twelve month period.
- (c) Should a staff member or the Cost Centre Manager not agree with the outcome of the evaluation, the matter may be referred for review to a member of University Executive that is not responsible for the work area. Written submissions can be made and the review will be conducted as expeditiously as practicable.

#### **5.4.6 Academic Promotion**

To be promoted is recognition that a staff member is consistently performing and achieving at a higher level than that to which they are currently appointed. Promotions take effect from 1 January in the year following the annual call for applications.

### **5.5 ABANDONMENT OF EMPLOYMENT**

Where a staff member is absent without prior notice or approval from the workplace in excess of 5 days and they fail to advise the reason or duration for the absence they may be considered to have abandoned employment and may lead to the termination of employment.

### **5.6 UNSATISFACTORY PERFORMANCE**

#### **Informal Meeting**

- (a) Where a supervisor or Cost Centre Manager is of the view that the performance of a staff member is unsatisfactory, the staff member will be counselled on the nature of the improvement required and the time within which reasonable improvement can be expected.

- (b) Where appropriate, the staff member may be directed to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- (c) A record of the counsel given will be kept and a copy supplied to the staff member concerned.
- (d) The supervisor will withhold an annual salary increment from the staff member for the duration of the unsatisfactory performance process.

#### **Formal Meeting**

- (e) Where a supervisor or Cost Centre Manager believes that counselling has not produced the desired improvements in performance, the staff member will be advised in writing as to the areas of performance that are considered unsatisfactory, the nature of the improvement required, the time within such improvement must occur, the date proposed for a review of the specific areas of performance, the availability of any relevant development or other resources to assist the staff member in improving, and the possible consequences, including dismissal, of unsatisfactory performance.
- (f) No earlier than the date set in the written advice specified in clause 5.6(e). the supervisor or Cost Centre Manager will review whether or not the required improvement in the staff member's performance has been made.
- (g) Where the supervisor or Cost Centre Manager is satisfied that the required improvements have been made, the staff member will be advised, in writing, and no further action will be taken under this clause.
- (h) Where the supervisor or Cost Centre Manager believes that the performance of the staff member continues to be unsatisfactory, the Cost Centre Manager will advise the relevant Executive Member and provide them with a written report outlining the areas of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action in accordance with clause 5.6(i). A copy of this report will also be provided to the staff member who will have ten working days to respond to the report, including reasons why disciplinary action should not be taken.
- (i) On receipt of the report and the staff member's response the relevant Executive Member may then decide to take no further action or refer the matter to the VCP, or nominee, who may then decide to take disciplinary action as follows:
  - (i) counselling;
  - (ii) formal censure; or
  - (iii) demotion by one or more classification levels or increments; or
  - (iv) withholding of an increment; or
  - (v) termination of employment.
- (j) Where the VCP determines on the basis of findings of fact that disciplinary action should occur in accordance with clause 5.6(i) (ii) - (v) an independent review of the process will be undertaken in a timely manner to ensure the principles of procedural fairness have been applied, including whether there were any mitigating circumstances and appropriate timeframes applied through the process, and a report will be provided to the VCP and the staff member.
- (k) The independent review will be undertaken by an Independent External Reviewer, appointed by the VCP from a pool of suitably qualified Independent Reviewers. The pool of Independent External Reviewers will be jointly chosen by the University and Union. Either party may veto a second use of a particular reviewer on the basis of concerns about their fairness.
- (l) Where the Independent External Reviewer determines that procedural fairness has not occurred, the VCP will ensure the steps of procedural fairness are undertaken before any disciplinary action is taken by the VCP.



- (m) The VCP, or nominee, will advise the staff member in writing of any decision. Such a decision will take effect no earlier than ten working days from the date of the VCP's, or nominee's, written advice and the VCP's, or nominee's, decision will be final.
- (n) The staff member may choose to be assisted by a representative, in accordance with this Agreement, throughout the unsatisfactory performance process outlined above.

## **5.7 MISCONDUCT AND SERIOUS MISCONDUCT**

- (a) Before the VCP takes disciplinary action against a staff member for reasons amounting to misconduct or serious misconduct, the University will investigate the alleged behaviour and provide an opportunity for the staff member to respond to the allegations within ten working days.
- (b) If the VCP is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to require the University to continue employment during a period of notice, the VCP may suspend the staff member with or without pay. The VCP may direct that salary be paid on the grounds of hardship or the staff member may engage in paid external employment or access leave entitlements for any period of suspension without pay.
- (c) The staff member will be advised of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them. The findings of the investigation will be provided to the VCP.
- (d) If the VCP determines that there has been no misconduct or serious misconduct, the VCP will immediately advise the staff member in writing, and any lost income from a suspension without pay will be reimbursed.
- (e) Where the VCP determines on the basis of findings of fact that the conduct amounts to misconduct or serious misconduct the VCP will advise the staff member in writing of any decision and the operative date of any disciplinary action, which can include:
  - (i) counselling;
  - (ii) formal censure ; or
  - (iii) demotion by one or more classification levels or increments; or
  - (iv) withholding of an increment; or
  - (v) termination of employment (for serious misconduct only).
- (f) Where the VCP has determined that disciplinary action should occur in accordance with clause 5.7(e)(ii) - (v) an independent review of the process will be undertaken in a timely manner to ensure the principles of procedural fairness have been applied, including whether there were any mitigating circumstances, and a report will be provided to the VCP and the staff member. Pending the outcome of the review, the disciplinary action will not be implemented.
- (g) The independent review will be undertaken by an Independent External Reviewer, appointed by the VCP from a pool of suitably qualified Independent Reviewers. The pool of Independent External Reviewers will be jointly chosen by the University and the Union. Either party may veto a second use of a particular reviewer on the basis of concerns about their fairness.
- (h) Where the Independent External Reviewer determines that procedural fairness has not occurred, the VCP will ensure the steps of procedural fairness are undertaken before any disciplinary action is taken by the VCP.
- (i) The VCP's decision will be final.

### **5.7.1 Serious Misconduct in Research**

- (a) Any allegation of serious misconduct or misbehavior in research will be considered by the VCP. If the VCP believes such allegations warrant further investigation the VCP will:

- (i) Notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them; and
  - (ii) Require the staff member to submit a written response within ten working days.
- (b) At the time of notifying the staff member under clause 5.7.1(a), if the VCP is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to require the University to continue employment during a period of notice, the VCP may suspend the staff member with or without pay. The VCP may direct that salary be paid on the grounds of hardship or the staff member may engage in paid external employment or access leave entitlements for any period of suspension without pay.
- (c) Where a suspension without pay has been imposed and the matter is subsequently referred to a review committee (Review Committee), the VCP will ensure that the Review Committee at its first meeting determines whether suspension without pay should continue. The Review Committee will provide advice to the VCP as to whether the suspension without pay should continue. During any period of suspension the staff member may be excluded from the University, provided that the staff member will be permitted reasonable access to the University for the preparation of the staff member's case and to collect personal property.
- (d) If the allegations are denied in part or in full by the staff member, the VCP will give due consideration to the staff member's response. If the VCP determines that there has been no research misconduct or serious misconduct, the VCP will immediately advise the staff member in writing and any lost income arising from a suspension without pay will be reimbursed. However, if the VCP determines that the allegation/s warrant further investigation, the VCP will refer the matter to a Review Committee to provide advice to the VCP.
- (e) The Review Committee will comprise a Chair agreed by the Vice-Chancellor and the Union local branch president, a nominee of the Vice-Chancellor and a staff nominee of the Union. The Review Committee will be established by the Vice-Chancellor (or nominee) and will meet as soon as practicable. The Review Committee will act in accordance with Schedule 5.
- (f) The Review Committee will investigate the allegations and make findings as to whether or not research misconduct or serious misconduct has occurred and recommend what disciplinary action, if any, should be taken. The Review Committee will consider any mitigating circumstances when recommending disciplinary action. The Review Committee will provide a report to the Vice Chancellor, normally within 10 days from the establishment of the Review Committee.
- (g) If the allegations are admitted in part or full by the staff member or the staff member fails to submit a written response, or on receipt of a Review Committee Report, and the VCP is of the view that the conduct amounts to misconduct or serious misconduct, the VCP will advise the staff member in writing of any decision and the operative date of any disciplinary action, which can include:
- (i) formal censure or counselling; or
  - (ii) demotion by one or more classification levels or increments; or
  - (iii) withholding of an increment; or
  - (iv) termination of employment (for serious misconduct only).

The VCP's decision will be final.

## **5.8 MANAGING ILL HEALTH**

### **5.8.1 Workplace Rehabilitation**

- (a) If a staff member becomes ill or injured, workplace rehabilitation may be available regardless of whether the injury or illness is work related, as early return to work through a formal rehabilitation program benefits both the injured or ill staff member and the University.

- (b) Workplace rehabilitation will commence as soon as possible from the time of injury or initial treatment and will incorporate an accurate medical assessment and advice and may involve rehabilitation professionals.

### **5.8.2 Ill Health Termination**

- (a) The VCP may require the staff member, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University and at the University's expense. The VCP will provide the staff member with written notice of not less than four weeks that a medical examination is required.
- (b) Where the staff member applies to their superannuation fund, prior to the expiry of the period of notice, for a permanent disablement or temporary incapacity benefit in accordance with the rules of UniSuper, the requirement for a medical examination under clause 5.8.2(a) will lapse immediately and no further action will, subject to clause 5.8.2(c) be taken by the VCP under this clause.
- (c) Where the superannuation fund approves a staff member's application for a permanent disablement benefit, the staff member will be deemed to have terminated their employment.
- (d) Where the superannuation fund decides that the staff member, following a period of receipt of a temporary incapacity benefit, is capable of resuming work and the VCP elects to dispute this decision, the VCP can proceed under this clause without further recourse to the provisions of clause 5.8.2(a).
- (e) A copy of the medical report made by the medical practitioner in accordance with clause 5.8.2(a) will be provided to the VCP and staff member. Within fourteen days of the medical practitioner's report being made available, the staff member may request the review of the medical report by another medical practitioner chosen by the staff member and agreed to by the University.
- (f) If the medical examination reveals that the staff member is unable to perform their assigned duties and is unlikely to resume them within twelve months, the VCP may terminate the employment of the staff member under the notice required by this Agreement or offer the staff member the opportunity to submit a resignation.
- (g) Where a staff member affected by this clause resigns due to medically certified ill health, the number of years of Continuous service required to have been completed by the staff member before being entitled to accrued long service leave will be five years.
- (h) The VCP may construe a failure by a staff member to undergo a medical examination under these procedures within four weeks of a written notification to do so, as evidence at face value that such a medical examination would have found that the staff member is unable to perform assigned duties and is unlikely to be able to resume assigned duties within twelve months and may act accordingly.
- (i) In making an assessment as to whether or not a staff member is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed under clause 5.8.2(a) or 5.8.2(e) will, as far as possible, apply the same standards as are used by UniSuper in determining qualification for the payment of a permanent disablement benefit.

## **6 LEAVE**

### **6.1 ABSENCE FROM DUTY**

Where a staff member is absent without prior notice and approval from the workplace, they will notify their supervisor immediately of the reason for and the expected duration of the absence.

## **6.2 RECREATION LEAVE**

- (a) Full-time staff are entitled to paid recreation leave, with an additional 17.5% leave loading, at the rate of four weeks each year. Recreation leave accumulates progressively during the year. Fractional staff are entitled to recreation leave on a proportionate basis. Where a staff member's recreation leave entitlement equals or exceeds six working weeks, the staff member's supervisor can direct the staff member to take at least two working weeks of the leave entitlement within a three month period from the date of direction. The supervisor must give at least two months' notice to the staff member of such direction.
- (b) Leave loading is equal to 17.5% of salary for the period of leave accrued and is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, allowances, overtime and penalty rates). Leave loading will be payable in the pay period immediately prior to Christmas.
- (c) A staff member who has accumulated an equivalent of six weeks recreation leave may request to have a proportion of their recreation leave paid out. Where a staff member requests a pay out of recreation leave, a recreation leave entitlement equivalent to four weeks leave must be retained, and the staff member must demonstrate they have taken a period of recreation leave equivalent to the amount to be paid out in the preceding 12 month period. The maximum amount of recreation leave to be paid out in any calendar year will be two weeks.

## **6.3 SICK LEAVE**

- (a) Full-time staff are entitled to paid sick leave for up to ten working days per year. Fractional staff members are entitled to paid sick leave on a proportionate basis. Sick leave is available twelve months in advance during the first year of service, and then accrues on a proportionate, cumulative basis.
- (b) A staff member absent from work through illness must advise their supervisor as soon as practicable on the first day of absence. Applications for sick leave of four or more days must be supported by a certificate from a medical practitioner stating the nature of the illness and the period or approximate period for which sick leave is required. When a staff member is ill for three consecutive days whilst on recreation or long service leave, supported by a certificate from a medical practitioner no deduction of recreational or long service leave entitlements will be made for the period of illness. No re-credit will be granted to a staff member on recreation or long service leave immediately prior to retirement, resignation or termination of employment.
- (c) A supervisor can request a staff member with a proven regular pattern of sick leave to provide a medical certificate for any sick leave taken in the six months following the supervisor's request. Staff who have used their full entitlement of sick leave, when supported by satisfactory medical certification, can access sick leave without pay. Where a staff member chooses, recreation leave entitlements may also be accessed.
- (d) Where a supervisor has concerns about a staff member's ability to perform their normal duties on their return from a period of sick leave, they can request that the staff member provide a medical clearance certifying that the staff member is fit to resume normal duties.

## **6.4 CARER'S LEAVE**

- (a) Carer's leave is available for a staff member's absence to provide care and support for a member of their immediate family or household under their care when they are ill. A full-time staff member is entitled to up to five days paid carer's leave per year. Fractional staff will be entitled to carer's leave on a proportionate basis. Carer's leave is non-cumulative. Proof of leave for four or more days must be supported by a medical certificate from a medical practitioner or a statutory declaration stating the illness of the person concerned. In addition, a staff member is entitled to use any sick leave entitlement.
- (b) A staff member may elect, with the approval of the supervisor, to take leave without pay, recreation leave, or hours accumulated under the flexible hours arrangement for the purposes of providing care to a member of their immediate family or household who is ill.

- (c) Casual staff are entitled to unpaid leave of up to two days per occasion and must supply a medical certificate from a medical practitioner or via a statutory declaration stating the illness of the person concerned.

#### **6.5 BEREAVEMENT/COMPASSIONATE LEAVE**

- (a) Full-time and fractional staff members may be granted up to three days paid bereavement/compassionate leave on full pay, per occasion, when a member of their immediate family or a member of their household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a threat to their life; or
  - (iii) dies.
- (b) For a death outside Australia, staff are entitled to an additional two days paid bereavement leave for travel purposes. A staff member can be required to show supporting evidence.
- (c) Bereavement/compassionate leave may also be granted in the event of early pregnancy loss.
- (d) Casual staff may be granted bereavement/compassionate leave on an unpaid basis as described above.

#### **6.6 PUBLIC HOLIDAYS**

- (a) Staff are entitled to the following holidays, without loss of pay:
  - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) The following days as prescribed in the relevant states, territories and localities: Australia Day, Anzac Day, King's Birthday and Labour Day; and
  - (iii) Any additional day as observed in the State of Queensland.
- (b) Substitute days:
  - (i) When Christmas Day or Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December and/or 28 December respectively;
  - (ii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday; and
  - (iii) Where in Queensland, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.
- (c) A staff member may substitute the Australia Day public holiday for an alternate day off. The alternate day off must be agreed with the supervisor.

#### **6.7 UNIVERSITY HOLIDAY – CHRISTMAS / NEW YEAR CLOSE DOWN**

Any work day between Christmas Day and the next New Year's Day, which is not a public holiday, will be treated as a day off without loss of pay or recreation leave entitlements.

#### **6.8 LEAVE WITHOUT PAY**

Leave without pay from employment with the University may be granted at the discretion of the supervisor and normally only after all recreation leave entitlements have been exhausted. If a continuous period of leave exceeds ten working days, the period of leave is not recognised as service for the purpose of calculating any entitlements. Superannuation payments are not made by the University for periods of leave without pay. For leave in excess of four weeks, the staff member's increment date is changed by the total period of leave. Public holidays which fall in the period of leave without pay form part of the leave. Leave may not be granted in broken periods separated by public holidays or by periods of long service or recreation leave.

## **6.9 LONG SERVICE LEAVE**

- (a) Staff who complete ten years Continuous service are entitled to paid long service leave at the rate of 1.3 weeks per year and a proportionate amount for an incomplete year. Staff are to make an application for long service leave at least six months prior to taking a period of long service leave. If less than six months' notice is given, it is at the supervisor's discretion to approve the leave. Leave is normally taken in blocks of not less than four weeks.
- (b) The University can direct a staff member with long service leave accruals exceeding eighteen weeks to proceed on long service leave for up to three months, at a time convenient to the needs of the University.
- (c) A staff member who has an entitlement to long service leave may request to have a proportion of their long service leave paid out. Requests for the payment of long service leave must be for a minimum of four weeks and will be limited to one request per calendar year. Where a staff member chooses to have a proportion of their long service leave paid out they must retain a minimum entitlement of eight weeks.
- (d) Upon termination of employment after the ten year qualifying period, staff will be entitled to receive payment in lieu of accrued long service leave entitlements not taken.

### **6.9.1 Recognition of Prior Service for Long Service Leave**

- (a) The University will recognise up to five years long service leave credit for previous employment with another Australian university, the Commonwealth or State Public Service, or a Commonwealth or State Statutory Authority, provided there is no more than two months break in employment between the releasing institution and the University. The University will recognise the period of service with a releasing institution for which the staff member has received neither long service leave nor pay in lieu and for which employment involved duties closely related to those duties being undertaken at the University of the Sunshine Coast. Where a staff member has received payment by a previous employer for accrued long service leave or long service leave has been taken, the University will grant pro-rata long service leave after the staff member has been employed at the University for a minimum of three years. Where prior service is recognised, any long service leave subsequently granted by the University, or payment made in lieu of such leave, will be calculated as if such service had been service with the University.

To be considered, an application for recognition of prior service must be made within three months of appointment.

## **6.10 PARENTAL LEAVE**

- (a) Parental leave (paid and unpaid) is available, in accordance with the relevant policy, for eligible staff when they become a significant or primary carer for a new child. A period of parental leave will count as Continuous service for all purposes except for calculating recreation leave entitlements and superannuation contributions which are limited to the period for which paid leave is granted. Parental leave includes:

Types of Parental Leave	Purpose of the Leave	Maximum Duration for 12 months service
Paid Parental Leave	To be the primary carer of a child.	Twenty six weeks
Paid Adoption Leave (Category A)	To be the primary carer of a child (up to 1 year of age).	Twenty six weeks
Paid Partner Leave	To be the significant carer of a child.	Ten days
Paid Adoption Leave (Category B)	To be the primary carer of a child, other than a child (between the ages of 1 and 5 years).	Thirteen weeks
Unpaid Parental Leave	To be the primary or significant carer of a new child or to be the primary carer of a child up to 16 years following adoption or foster placement.	Up to 24 months (inclusive of any paid parental leave)
Unpaid Parental Leave	Parents who experience a stillbirth or the death of an infant during the first 24 months of life can also take unpaid parental leave.	Fifty two weeks

- (b) Paid parental leave is granted on the understanding that the staff member will return to work at the end of the leave period for a minimum period equivalent to the period of leave. Non-casual staff returning from paid parental leave will normally return to the position occupied immediately prior to commencement of leave. When this is not possible, the staff member will be offered another comparable position with no loss of salary, tenure or classification.
- (c) A staff member taking 12 months parental leave may request an extension of a further 12 months' unpaid parental leave.
- (d) Casual staff are entitled to twelve months unpaid parental leave if they have been employed on a regular and systematic basis for at least twelve months, and there is a reasonable expectation that this will continue.
- (e) Staff will be entitled to take a lactation break as required.
- (f) Suitable parenting facilities will be available for use by staff at each campus.

**6.11 OTHER LEAVE**

**6.11.1 Special Leave**

Full-time staff may be granted up to three days paid special leave in special circumstances. Aboriginal and Torres Strait Islander staff, and staff from other cultural backgrounds, may be granted an additional two days special leave for cultural or religious days of observance. Fractional staff may be granted special paid leave on a proportionate basis. Special leave is non-cumulative, accrues on the anniversary of commencement and is subject to the approval of the supervisor.

**6.11.2 Family and Domestic Violence**

- (a) A fixed-term or ongoing staff member experiencing family and domestic violence in their personal life that affects their attendance or capacity to perform their work may be granted up to 20 days per annum paid leave to attend to matters including, but not limited to:
  - (i) medical appointments and legal proceedings;
  - (ii) protection of children and dependents; and

- (iii) other necessary actions associated with the violence.
- (b) Staff may also use their accumulated sick leave to attend to necessary related matters.
- (c) Casual staff members will be entitled to paid family and domestic violence leave entitlements of 10 days, consistent with the NES.

#### **6.11.3 Gender Affirmation Leave**

- (a) A fixed-term or ongoing staff member will be entitled up to a total of 40 days per person during employment with the University paid gender affirmation leave to assist with the processes associated with gender affirmation, including, but not limited to, medical, psychological, and legal documentation amendment appointments.
- (b) Gender Affirmation is the process by which trans and gender diverse people affirm their gender identity.
- (c) Once the full 40 days has been exhausted, there is no further gender affirmation leave available to a staff member, including subsequent employment with the University.
- (d) This leave does not accumulate from year to year. A staff member may also utilise other leave entitlements for gender affirmation leave.
- (e) Notification and documentary requirements for gender affirmation leave will be in accordance with University policy.

#### **6.11.4 Defence Force Training**

Staff who are members of the Defence Reserve Forces are entitled to leave on full pay for the purposes of attending annual training camp of up to 16 days duration or up to 18 days where certified by the relevant commanding officer.

#### **6.11.5 Jury Service**

A continuing or fixed-term staff member who is required to attend a Court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any fees paid to a staff member by reason of leave to attend jury service will be payable to the University. Casual staff are entitled to unpaid leave for the purposes of jury service.

#### **6.11.6 National Sporting Events**

Full-time staff selected as national competitors, officials or umpires/referees to participate in major international and national sporting competitions may be granted five days paid leave each year. Fractional staff are entitled to leave on a proportionate basis.

#### **6.11.7 Natural Disaster**

Where a staff member is prevented from traveling from their usual place of residence to attend duty as a result of floods, cyclonic disturbances, bushfires or earthquakes, three days paid leave per year may be granted. Where a staff member is required to return home to ensure their own safety, protection of their family or property, or availability of transport facilities which may later be disrupted or discontinued because of weather conditions, paid leave for the remainder of the day may be granted.

#### **6.11.8 State Emergency Call Out**

Any full-time or fractional staff member who is a voluntary member of the State Emergency Service, Voluntary Fire Brigade, or similar organisation can take paid leave during an emergency declared by a recognised authority. Casual staff can take unpaid leave.



### **6.11.9 Trade Union Leave**

Subject to the operational requirements of the relevant work area, a staff member who is nominated by the Union to attend a trade union training course, seminar or development activity including Council meetings, will be granted leave with full pay for the duration of the course, seminar or activity up to a total of five days in any one calendar year. Leave is non-cumulative. A staff member taking trade union training leave is required to give the Authorising Officer reasonable notice of the leave of absence. An elected member of NTEU National Council will be entitled to an additional five days leave with full pay.

## **7 TERMINATION OF EMPLOYMENT**

Except for casual appointments, termination of employment will only be made in accordance with the relevant clauses of this Agreement.

### **7.1 PAYMENT ON CESSATION OF EMPLOYMENT**

Upon cessation of employment, a staff member's final salary will be paid into their nominated bank account on the next available payday. The University will be entitled to deduct any monies owing by the staff member to the University from any wages due to the staff member other than monies due to the staff member in lieu of accrued leave.

### **7.2 NOTICE PERIODS**

(a) Either the University or a staff member must give the following notice:

- |      |                                      |               |
|------|--------------------------------------|---------------|
| (i)  | Academic Staff                       | sixteen weeks |
| (ii) | Professional & ELICOS Teaching staff | five weeks    |

(b) At the discretion of the Cost Centre Manager a shorter period of notice for resignations may be approved.

(c) At the discretion of the Cost Centre Manager, payment for University instigated terminations may be made in lieu of notice and will be calculated on the staff member's salary (including allowances and loadings) at the date of ceasing employment. Payment in lieu of notice will be at nil pay for staff on leave without pay immediately prior to their termination.

### **7.3 EXEMPTIONS TO NOTICE REQUIREMENTS**

The University may terminate without notice the employment of a staff member found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue employment during the notice period. In the event of redundancy, the retrenchment package is made in lieu of any notice period.

### **7.4 PROVISIONS FOR COMPLETION OF FIXED-TERM APPOINTMENTS**

The University will advise, and the supervisor will discuss with, fixed-term staff about the impending termination or renewal of their contract, and this will be no later than five weeks before the end of their contract.

### **7.5 REDUNDANCY PROVISIONS**

(a) Where there is a need to reduce staffing, the University may identify one or more positions as redundant. The University will initiate Consultation with affected staff about the reasons for the decision and about the criteria for determining redundant positions.

(b) The University will write to the staff member(s) concerned and advise that their employment will terminate due to redundancy and provide details of their retrenchment package. The retrenchment package will be calculated based on the staff member's salary at the date of cessation of employment and is provided in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

*Existing Academic Staff and Professional Staff employed prior to 20 February 2020*

- (c) For all existing Academic Staff, and for Professional Staff who have been employed in an ongoing position at the University since prior to 20 February 2020, the package for a staff member that is retrenched will be calculated as follows:
- (i) three weeks' salary per completed year of service with the University, excluding casual service, with a minimum entitlement of 18 weeks salary and a maximum entitlement of 52 weeks' salary;
  - (ii) an additional 34 weeks' salary;
  - (iii) proportionate basis payment for long service leave calculated on completed years of service; and
  - (iv) an additional 26 weeks' salary.

*Professional Staff employed after 20 February 2020 and Academic Staff employed after commencement of this Agreement*

- (d) For Professional Staff who commenced in an ongoing position at the University on or after 20 February 2020 and Academic staff who commence employment in an ongoing position after commencement of this Agreement, the package for a staff member that is retrenched will be calculated as follows:
- (i) three weeks' salary per completed year of service with the University, excluding casual service, with a minimum entitlement of 18 weeks salary and a maximum entitlement of 52 weeks salary;
  - (ii) proportionate basis payment for long service leave calculated on completed years of service;
  - (iii) an additional payment of six months' salary.
- (e) Where the University has given notice of retrenchment to a staff member, a full-time staff member will be allowed up to the equivalent one day's time off work per week without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the staff member, after Consultation with the staff member's supervisor.
- (f) The provisions of clause 7.5 will not apply to ongoing contingent funded, fixed-term or casual staff.

**8 OTHER CONDITIONS**

**8.1 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

- (a) The University is committed to increasing employment and participation opportunities for Aboriginal and Torres Strait Islanders and this objective forms part of the University's commitment to reconciliation with Aboriginal and Torres Strait Islanders.
- (b) The University will provide a supportive working environment for Aboriginal and Torres Strait Islanders and ensure University policies, procedures and guidelines are formulated with the view of eliminating racism in the workplace and ensuring the University is culturally responsive and responsible.
- (c) The University will review and maintain an Indigenous employment strategy developed through a consultative process involving representatives from the University and the Indigenous community. The Indigenous employment strategy will provide the framework to deliver programs and strategies supportive of and relevant to Aboriginal and Torres Strait Islanders in order to improve employment outcomes.
- (d) The University seeks to increase the number of Aboriginal and Torres Strait Islanders employees to reflect the general principle that the workforce profile of the University will be a reflection of the diversity of the larger community profile in relation to Aboriginal and Torres Strait Islanders. Without limiting the ways in which that will be achieved the parties will use their best endeavours to seek to increase participation to a target of 3.6%, which equates to 40FTE as at 31 March 2023, by 31 December 2026.
- (e) The University will report twice a year to the Union and the JCC on the progress towards the target outlined in 8.1(d) above.

- (f) The VCP has established an Indigenous Advisory Committee (Advisory Committee) that is responsible to the VCP for taking active measures to support the strategy. The Advisory Committee comprises members of the Aboriginal and Torres Strait Islander community, members of the local community and members of staff, including any NTEU representatives. All Aboriginal and Torres Strait Islander members of staff are invited to participate in the Advisory Committee.
- (g) The Advisory Committee will be responsible to the VCP for monitoring the employment and participation initiatives. The Advisory Committee can agree measures to be taken to improve progress towards the participation target and where those measures are complied with, that will constitute compliance with the University's overall obligations under this clause.

### 8.1.1 Indigenous Language Allowance

A staff member who has a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages and is required to use the recognised language as a position requirement will be paid an allowance as specified in Table 2. Indigenous language means a recognised proficiency in any one of the Aboriginal and Torres Strait Islander languages.

**Table 2**

Level	Amount			Qualification
Level 1	\$2091.25 Annum	gross	per	Minimal knowledge and use of language for simple communications
Level 2	\$3489.24 Annum	gross	per	Proficient language skills for general business, conversation, reading and writing.

## 9 WORKLOADS

### 9.1 PRINCIPLES

- (a) In developing the workload of each staff member, both the staff member and supervisor will recognise a range of factors that will influence the type, level and work of the individual staff member. The workload will:
  - (i) be consistent with the classification level and the skills, knowledge and attributes required of the position and the capabilities and capacity of the staff member;
  - (ii) be reasonable, transparent and ensure equity across the work area;
  - (iii) recognise roles outside work, including family responsibilities;
  - (iv) provide opportunities for career development, including professional development, leadership roles and aspirations for promotion;
  - (v) consider the health and wellbeing of staff is not adversely affected;
  - (vi) ensure access to leave entitlements; and
  - (vii) recognise that from time to time priorities and focus will change.
- (b) Proposed changes will occur through prior Consultation with individual staff. The person proposing the change should provide the other person with the reasons for the proposed changes.

### 9.2 ACADEMIC STAFF

- (a) The total allocation to any staff member will not normally be more than 1668 hours annually, which allows for the recognition of the entitlement to 20 days recreation leave and 10 public holidays.
- (b) The major areas of activity for academic work are:
  - (i) learning and teaching;
  - (ii) research and research management; and
  - (iii) leadership and engagement.

*Workload allocation*

- (c) Workloads will be allocated across the year and will be dependent on the level of activity across each of the major areas for academic work above and:
- (i) face-to-face teaching delivery hours will not normally exceed 16 hours per teaching week (pro-rata for part-time staff) based, excluding field trips, laboratory classes, placement supervision and professional assessment;
  - (ii) unless otherwise agreed with the supervisor, a staff member will not normally be required to teach in more than two semesters in any one calendar year, except where the staff member is appointed as a Teaching Fellow in accordance with clause 2.6 or appointed in accordance with Clause 18;
  - (iii) a staff member may request an increased workload in one year and a lesser workload in the following year; and
  - (iv) workloads will be discussed based upon the staff member's profile (Table 3) below and will be allocated by the University consistently with the workload guidelines referred to in clause 9.1(e) and the requirements of this clause 9:

**Table 3**

Profiles	Default allocation for discussion			Typical Teaching Delivery Hours (annual)
Research focused (Staff who have been primarily research active)	20% Teaching (teaching delivery and teaching- related activities)	60% Research	20% Engagement	104-207
Teaching and Research (Staff who are active in teaching, research and engagement)	40% Teaching (teaching delivery and teaching- related activities)	40% Research	20% Engagement	208-312
Teaching focus (Staff who are primarily active in teaching and teaching related duties)	60% Teaching (teaching delivery and teaching- related activities)	20% Research	20% Engagement	313-390

Should the level of activity in one of the major areas above not meet the threshold level of the activity required, then the staff member may be allocated a higher level of activity or activities in another area. Where the approved activities in respect of engagement do not reasonably support a 20% engagement allocation, up to 10% of this allocation may be allocated to another component.

- (d) Following consultation with the Dean of School, individual teaching loads may be adjusted according to research activity and output. This provision should be used as part of a systematic, equitable and open allocation of teaching within a School, and as a means of ensuring reasonable and equitable workloads.
- (e) The University has developed workload guidelines for the allocation of teaching delivery and teaching-related activities. The current workload guidelines as at the commencement of this Agreement will be applied. Changes to the workload allocations contained within these guidelines will only occur in Consultation with staff in the relevant school, and where they choose, their representative. Changes to the existing guidelines will not involve a reduction in time allocation for a particular academic activity unless there is a demonstrable reduction in time required for that activity. Changes to increase time allocation for a particular academic activity may occur, where there is a demonstrable increase in the time required for that activity. Increases or decreases will be proportionate to the demonstrable increase or decrease to the work required for a particular activity.
- (f) Workload allocation will take into consideration the following factors:

- (i) The relationship between the work profile of an area and the total work to be done;
  - (ii) Specific characteristics and requirements of the discipline area;
  - (iii) Class size and consequent marking, coordination and Consultation load;
  - (iv) Tutorial size;
  - (v) Mode of delivery;
  - (vi) Background of students in each class;
  - (vii) Whether the staff member is teaching in a course for the first time;
  - (viii) Development of new programs or courses;
  - (ix) Further studies deemed relevant to the staff member's work area, e.g. higher degree studies such as the Foundations of University Teaching;
  - (x) Research, publications, grants and consultancies of the staff member;
  - (xi) Research student supervision;
  - (xii) Travel time to alternative locations;
  - (xiii) Publicity and promotion activities;
  - (xiv) Community and professional service;
  - (xv) Involvement in Peer Review of Teaching;
  - (xvi) Service on school and university committees;
  - (xvii) Other factors that the University considers contribute to its mission and objectives, such as writing grant applications, editing scholarly journals, and organizing scholarly conferences at the University;
  - (xviii) The effect of new technologies of teaching and learning, administration, management and communication; and
  - (xix) Pro-rating of workload allocation for part-time staff and extended absences such as Long Service Leave, Parental Leave, Professional Development Program and Academic Sabbatical.
- (g) Face-to-face teaching delivery hours, where staff are required to be present or record original content, include:
- (i) On-line and blended learning;
  - (ii) Tutorials, seminars, workshops, and practical classes;
  - (iii) Supervision of undergraduate field-work and professional placement; and
  - (iv) Professional assessment.
- (h) Teaching-related activities include:
- (i) Course coordination;
  - (ii) Program coordination;
  - (iii) Program and course development;
  - (iv) Multi-site delivery;
  - (v) Preparation of teaching materials, including curation of learning materials for teaching;
  - (vi) Program accreditation;
  - (vii) Supervision of sessional teaching staff;
  - (viii) Student Consultation;
  - (ix) Preparation, marking and moderation of student assessment;
  - (x) Organisation and supervision of student placements;
  - (xi) Organisation, preparation and supervision of fieldwork for teaching;
  - (xii) Clinical supervision and related duties;
  - (xiii) Supervision of Honours students and coursework postgraduate students;
  - (xiv) Agreed or mandated further study; and
  - (xv) Any other duties not listed above which are manifestly teaching-related duties.
- (i) Academic Staff who are required to travel between campuses to undertake teaching will receive an appropriate workload allocation for travel required between their home campus and the campus at which they will be teaching.

- (j) Unless otherwise agreed with the supervisor, HDR supervision will count as research for the purposes of workload allocation.
- (k) Allocation of academic work will also recognise the need for early career academics to have sufficient time to develop research activity to produce research outcomes. Early career academics will receive a teaching delivery allocation lower than that normally allocated to established academics, usually for a period of two years, or while on probation, whichever is longer.
- (l) The University will ensure that factors such as workplace health and safety, length of the working day and the provision of breaks are considered when allocating workload. Except when undertaking fieldwork, no staff member can be directed to teach more than five hours without a break, or more than seven hours in any one day.
- (m) In addition to the profiles outlined above, the University may also appoint Academic Staff to roles that are research only and to roles that are teaching intensive in clinical education or to roles that involve a higher commitment to engagement and leadership.

#### *Movement between profiles*

- (n) The staff member's academic profile at commencement of the Agreement will be the profile consistent with their current agreed workload profile.
- (o) Any movement between the work profiles will be discussed during PPR
- (p) Where an Academic Staff member does not meet the criteria for Research Active, that staff member may be moved from a Teaching and Research Profile into a Teaching Focused Profile. The Academic Staff member may request to retain their current Teaching and Research Profile for a period of up to 12 months, where the Academic Staff member has a reasonable and practical plan to become Research Active within the 12 month period approved by their supervisor and Dean, with such approval not unreasonably withheld. This plan will form part of the PPR discussions.
- (q) If, at the end of the 12 month period, the Academic Staff member has not achieved Research Active status, the supervisor may confirm the staff member's movement into a Teaching Focused Profile.
- (r) An Academic Staff member who has a Teaching Focused Profile for a period of three years may request a Teaching and Research Profile, where the Academic Staff member has a reasonable and practical plan to become Research Active within the 12 month period, approved by their supervisor and Dean, with such approval not unreasonably withheld. The Academic Staff member will be provided with the normal workload allocation applicable to a Teaching and Research Profile for a period of 12 months. The equivalent of the criteria for Research Active will be one-third of the three year requirement. Where the Academic Staff member does not achieve the equivalent research active criteria within 12 months the Academic Staff member may return to a Teaching Focused Profile at the discretion of the supervisor.
- (s) Research active criteria are published by the University. The University may only change the Research active criteria where the proposed change is the result of an appropriate Consultation process as agreed with the NTEU.

#### *Other limitations*

- (t) A staff member will not be required to teach on weekends without their prior and explicit agreement.
- (u) Unless otherwise agreed with the supervisor, a staff member will not normally be required to coordinate more than four courses in any one year.

- (v) A staff member will not be required to write or substantially re-write more than two subjects per year except by mutual agreement. The writing or adaptation of these subjects will not fall disproportionately on individual staff except by mutual agreement.
- (w) New teaching activities other than in block mode will only be scheduled after 6pm following Consultation with the staff directly involved and, where they so choose, with their representative.

#### *Review*

- (x) Where a supervisor and staff member do not reach agreement on the workload allocation either person may refer the matter to the DVC(A). The DVC(A) will seek advice from both parties and formulate a resolution. The DVC(A) may seek advice from the Director, People and Culture.

#### *Special Review of 2022 Allocation*

- (y) A staff member can seek a review of their 2022 workload allocation, in accordance with the review outlined at Schedule 6.

### **10 OUTSIDE EMPLOYMENT**

Outside employment refers to any employment undertaken in addition to a staff member's duties at the University, including private practice, directorships and partnerships and work for another employer. For full-time staff and fractional staff with an employment fraction of 50% or more of the full-time equivalent, outside employment must be approved by the delegated officer, prior to commencement of outside employment. Any liabilities will be the responsibility of the staff member.

### **11 OVERPAYMENT**

The University may recover any amount to which a staff member is not entitled by deducting amounts from the staff member's wages in subsequent pay periods.

### **12 INTELLECTUAL AND ACADEMIC FREEDOM**

- (a) The parties are committed to act in a manner consistent with the protection and promotion of the principles of intellectual and academic freedom within the University.
- (b) The principles include the right of staff to:
  - (i) Pursue critical and open inquiry;
  - (ii) Participate in public debates and express opinions about their discipline or profession, general social issues and higher education issues;
  - (iii) Participate in decision making processes within the University via appropriate representation on University committees;
  - (iv) Participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation; and
  - (v) Undertake all aspects of their role without fear of harassment, bullying, intimidation or unfair treatment.
- (c) Intellectual and academic freedom rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely, and as institutions which must be accountable for their expenditure of public money.
- (d) All staff have the right to express unpopular or controversial views and in exercising Intellectual or Academic freedom, staff will:

- (i) uphold the principle and practice of academic and intellectual freedom in accordance with ethical standards and scholarly norms;
  - (ii) respect the rights of others to express and exchange views;
  - (iii) not engage in bullying, harassment, intimidation, or vilification, or unlawful discrimination;
  - (iv) comply with obligations regarding workplace health and safety; and
  - (v) not breach a staff member's obligations regarding confidentiality of:
    - A. "personal information" (within the meaning of applicable privacy legislation) of other staff, students, and/or third parties, including but not limited to personal information provided as part of a complaint or investigation process;
    - B. commercial in confidence information;
    - C. information, the disclosure of which would breach the University's legal obligations to third parties; or
    - D. information, the disclosure of which would breach the University's intellectual property rights.
- (e) An exercise of intellectual or academic freedom under this clause is not misconduct or serious misconduct under the provisions of this Agreement or under any University policy, procedure or code of conduct.
- (f) For the avoidance of doubt this clause 12 does not prevent the University from assessing a staff member's quality of academic work, for example, at probation, promotion, progress discussions, and regarding research standards and research misconduct.

### **13 JOB SECURITY**

The University is committed to retaining the services of, and offering ongoing opportunities to, existing staff wherever practicable. If reductions in staffing levels are required those reductions will be made as far as possible through voluntary measures and redeployment and forced retrenchments will only be used as a last resort.

### **14 CONSULTATION PROVISIONS**

#### **14.1 MANAGEMENT OF CHANGE**

- (a) When the University proposes to introduce a change that is likely to have a significant impact on the University's workforce, including one or more of the following:
- (i) a significant change to work organization; or
  - (ii) a change that may result in the loss of one or more jobs; or
  - (iii) contracting out or outsourcing of work that is currently being performed by staff,
- it will initiate Consultation about the need for change directly with affected staff.
- (b) Consultation will include the provision to all affected staff of a change proposal that covers:
- (i) the rationale for change;
  - (ii) alternative strategies for dealing with the situation;
  - (iii) Consultation identification of the potential adverse effects on staff, if any;
  - (iv) strategies for avoiding or mitigating such adverse effects;
  - (v) where positions are proposed to be made redundant, how any required remaining work from the positions will be accommodated; and
  - (vi) the proposed implementation plan, including the timetable and preferred measures for staff reductions, the criteria to be used in determining whether to accept applications for voluntary redundancy and whether a post implementation review is appropriate.
- (c) The affected staff members may appoint a representative, including but not limited to the Union, for the purposes of the procedures in this clause.



- (d) The University will give prompt and genuine consideration to matters raised about the major change by the affected employees and their representatives.
- (e) The University will wherever reasonably possible, implement alternative voluntary measures prior to job loss. These measures may include redeployment, flexible working arrangements, fractional appointments, natural attrition and voluntary retrenchment.

#### **14.2 ROSTER CHANGE CONSULTATION**

The University will make all reasonable efforts to ensure roster arrangements are filled on a voluntary basis. Where the University proposes to change the regular roster or ordinary hours of work of staff members, it will consult with the affected staff member. For the purposes of this clause, Consultation means:

- (a) providing affected staff with information about the nature of the change and the likely effects of the change;
- (b) requesting feedback from affected staff about the impact of the change (including any impact in relation to family or caring responsibilities, security concerns or transport arrangements);
- (c) giving prompt and genuine consideration to the staff member's feedback; and
- (d) where requested by an affected staff member, allowing the staff member to be represented.

#### **15 UNION FACILITIES**

- (a) The Union will be entitled to hold meetings with Union members during work breaks, provided that appropriate prior notice of meeting times and arrangements for such meetings are provided to the University.
- (b) The University will provide new staff at the point of induction with contact details of the Union to which the staff member may make application to join. This will include a link to the Union website.
- (c) The University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the staff member either before or after the commencement of this Agreement. There will be no charge to the staff member for this service. The staff member or the Union are entitled to cancel the arrangement by advice in writing.

#### **16 STAFF SUPERVISION**

- (d) A supervisor will provide leadership and is responsible for monitoring the performance of staff and providing support to staff whose performance is assessed as requiring improvement. Where possible, supervisors will be competent in the areas of expertise of the staff for whom they are responsible. Academic supervisors will normally be classified, where possible, at Level C or above on the academic stream.
- (e) Each staff member will have a supervisor who will normally be the head of the staff unit for Academic Staff, or the head of the section for Professional and ELICOS teaching staff. On appointment to the University, the staff member will be informed in writing of the position designated as the staff member's supervisor. Written advice will also be provided if a staff member moves to another work unit or where restructuring warrants a change in supervisory arrangements.
- (f) A staff member may request the VCP (or nominee) to designate an alternative supervisor. These requests will be dealt with in a timely manner and the VCP (or nominee) may accede to these requests where a change in supervisor would remove potential conflict of interest or contribute to more harmonious relations within the work unit.

## **17 WORKPLACE FLEXIBILITY**

Staff may request flexible working arrangements, including a request to work remotely for part of the week. The University may refuse a request for a flexible work arrangement on reasonable business grounds and in any such circumstance will provide written reasons within 21 days of receipt of the application.

## **18 SECURE EMPLOYMENT COMMITMENT (CASUAL REDUCTION)**

### *Reduction Commitment*

The University recognises the importance of job security and will therefore use all reasonable endeavours to reduce the proportion of casual Academic Staff at the University as a proportion of all Academic Staff by 20% by 30 June 2026.

### *Academic Staff*

- (a) The intent of this clause is to help deliver a reduction in casual employment and provide a meaningful pathway to ongoing employment for current casual academics. To this end, the University will create and advertise 30 full-time equivalent (FTE) academic positions by 30 June 2026 (the positions), and take all reasonable steps to fill the positions by the end of 2026, in accordance with the provisions set out below.
- (b) Upon commencement of employment, staff members will be principally engaged in teaching and teaching-related activities to an equivalent of 75% of their total allocation, with the remaining workload allocation assigned to scholarship and engagement. This is subject to clause (f) below.
- (c) The primary purpose of the positions is to provide for an existing casual or fixed term Academic Staff member to be appointed to an ongoing position to perform teaching that was previously performed by casual Academic Staff.
- (d) A staff member who is appointed to one of the positions will normally:
  - (i) commence as an Associate Lecturer/Lecturer (at Level A, Step 6 or Level B, Step 1 depending on relevant qualifications and experience);
  - (ii) be appointed at a minimum of 0.5 FTE;
  - (iii) be subject to probation, academic promotion and performance planning and review processes;
  - (iv) be eligible to apply for promotion; and
  - (v) as part of their workload allocation, have access to at least four (4) weeks per year free from teaching delivery to support professional and curriculum development activities to support high quality teaching.
- (e) The University will advertise the positions in accordance with the following process:
  - (i) The positions will be open by merit selection to any casual or fixed term Academic Staff member who has worked casually at the University in at least three (3) semesters in the last four (4) years and has not held a continuing role (Eligible Applicants); and
  - (ii) Appointments will be restricted to Eligible Applicants who meet the selection requirements. If there are no Eligible Applicants who apply or none who meet the selection requirements for the position, the University may then advertise and appoint from other potential applicants.
- (f) No later than 9 months into the third year of employment, where the staff member requests a review and seeks to undertake more research, the staff member and their supervisor will undertake a review taking into account the following:
  - (i) PhD status, including whether they are enrolled in a PhD or a commitment to do so within 12 months;
  - (ii) performance in the role;
  - (iii) research capability;
  - (iv) research plans (and in particular any reasonable and practical research plan); and
  - (v) career goals.

- (g) Consistent with review outcomes and School needs and strategic priorities, the staff member’s workload from commencement of the fourth year of employment, will be configured as either Teaching-Focused (with an allocation within the range of 60-75% reasonably reflecting the review outcome) or Teaching and Research in accordance with clause 9.2. This clause does not preclude the staff member moving to a Teaching-and Research workload profile by discussion and agreement at any time.
- (h) A position appointed in accordance with these provisions may be terminated if student numbers decline to such a level that offerings of the course or program the staff member teaches into will be significantly reduced, and there is no suitable alternative work that the staff member could reasonably be allocated, and the employment of other existing ongoing Academic Staff would otherwise be undermined. This does not preclude termination of employment on other grounds set out in this Agreement.
- (i) Where a staff member appointed in one of the positions has their employment terminated in accordance with clause 18(h), the staff member’s employment in the position will be terminated on grounds of redundancy. They will receive notice as specified in clause 7.2 plus severance pay calculated per completed year of service with the University (excluding casual service) in accordance with the following scale, for the first 3 years of employment:

<b>Period of Continuous service (excluding casual)</b>	<b>Number of weeks</b>
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6

- (j) Where the staff member has been in the position for 3 years or more, the redundancy provisions in clause 7.5 will apply.
- (k) In accordance with clause 18(i) – 18(j) above, clause 7.5 (Redundancy Provisions) will not apply during the first 3 years of the staff members appointment under this clause.
- (l) The University will report to the Joint Consultative Committee, casual academic staff numbers, and progress under this clause 18.

**19 AGREEMENT SCHEDULES****SCHEDULE 1 – SALARY TABLES**

In this Schedule Agreement commencement means the first full pay period following commencement of the Agreement

**SALARY TABLE 1 – FULL-TIME ACADEMIC STAFF MEMBERS**

Classification Level	Step	Salary Annual 11/03/2023	AGREEMENT COMMENCEMENT	Salary Annual 9/03/2024	Salary Annual 8/03/2025	Salary Annual 7/03/2026
Level A	1	74425	75541	77996	80531	83148
	2	78641	79820	82414	85093	87858
	3	82856	84099	86832	89655	92568
	4	87074	88380	91253	94218	97280
	5	90503	91860	94846	97928	101111
* Minimum commencing salary for PhD or Unit Coordination	06*					
		93927	95336	98434	101634	104937
	7	97354	98814	102025	105341	108765
	8 M	100776	102288	105612	109044	112588
Level B	1	106050	107641	111139	114751	118481
	2	110005	111655	115284	119031	122899
	3	113956	115665	119424	123305	127313
	4	117912	119681	123571	127587	131733
	5	121863	123691	127711	131861	136147
	6 M	125820	127707	131857	136143	140567
Level C	1	129768	131715	135996	140415	144979
	2	133729	135735	140146	144701	149404
	3	137676	139741	144282	148972	153813
	4	141632	143757	148429	153253	158234
	5	145581	147765	152567	157526	162645
	6 M	149540	151783	156716	161809	167068
Level D	1	156124	158465	163616	168933	174423
	2	161398	163819	169143	174640	180316
	3	166668	169168	174666	180343	186204
	4 M	171938	174517	180189	186045	192092
Level E	1 M	200929	203943	210571	217414	224480

**SALARY TABLE 2 – CASUAL ACADEMIC STAFF MEMBERS****2 (a) Lecturing**

	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
Type of lecturing and associated working	Rate per hour of lecture delivered				
Basic lecture (1 hour delivery and 2 hours associated working time) (LB)	211.55	214.72	221.70	228.90	236.34
Developed lecture (1 hour delivery and 3 hours associated working time) (LD)	282.06	286.29	295.60	305.21	315.13
Specialised lecture (1 hour delivery and 4 hours associated working time) (LS)	352.58	357.87	369.50	381.51	393.91
Repeat lecture (1 hour delivery and 1 hour associated working time) (LR)	141.03	143.15	147.80	152.60	157.56

**2 (b) Tutoring**

Type of tutoring and associated Working time assumed	Rate per hour of tutorial delivered				
Step 1	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
Tutorial (1 hour of delivery and 2 hours associated working time) (TB)	151.23	153.50	158.49	163.64	168.96
Repeat tutorial (1 hour of delivery and 1 hour associated working time) (TR)	100.82	102.33	105.66	109.09	112.64
Type of tutoring and associated Working time assumed	Rate per hour of tutorial delivered where the staff members are required to carry out full course co-ordination duties as part of normal duties or hold a relevant doctoral qualification per hour of tutorial delivered.				
Step 2	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
Tutorial (1 hour of delivery and 2 hours associated working time) (TB)	180.63	183.34	189.30	195.45	201.80
Repeat tutorial (1 hour of delivery and 1 hour associated working time) (TR)	120.42	122.23	126.20	130.30	134.53

**2 (c) Marking**

Type of Marking	Rate per hour of marking				
Step 1	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
Standard marking Step 1 (MB)	50.41	51.17	52.83	54.55	56.32
Standard marking Step 2 (MB) where full course co-ordination duties are required or staff hold a relevant doctoral qualification	60.21	61.11	63.10	65.15	67.27

Marking as a supervising examiner, or marking requiring a significant exercise of Academic judgment appropriate to a staff member at ACADEMIC Level B on the ACADEMIC stream (MS)	70.52	71.57	73.90	76.30	78.78
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**2 (d) Other required Academic activity**

Other required Academic activity outlined in Schedule 4 (OA)	Rate per hour of activity delivered				
	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
Step 1	50.41	51.17	52.83	54.55	56.32
Step 2 where full course co-ordination duties are required or staff hold a relevant doctoral qualification	60.21	61.11	63.10	65.15	67.27

**2 (e) Undergraduate Clinical Education**

Conduct of undergraduate education in a clinical setting outlined in Schedule 4 (CN)	Rate per hour of activity delivered				
	11/03/2023	AGREEMENT COMMENCEMENT	9/03/2024	8/03/2025	7/03/2026
	70.52	71.57	73.90	76.30	78.78

**SALARY TABLE 3 – FULL-TIME PROFESSIONAL STAFF MEMBERS**

Classification Level	Step	Salary Annual	AGREEMENT COMMENCEMENT	Salary Annual	Salary Annual	Salary Annual
		11/03/2023		9/03/2024	8/03/2025	7/03/2026
Level 1	06	52653	53443	55180	56973	58825
	07	53808	54615	56390	58223	60115
	08	55250	56079	57901	59783	61726
Level 2	06	56692	57542	59412	61343	63337
	07	58134	59006	60924	62904	64948
Level 3	06	59572	60466	62431	64460	66555
	07	61303	62223	64245	66333	68489
	08	63033	63978	66058	68204	70421
	09	64764	65736	67872	70078	72355
	10	66505	67503	69697	71962	74301
Level 4	01	68273	69297	71549	73874	76275
	02	70034	71085	73395	75780	78243
	03	71802	72879	75247	77693	80218
Level 5	01	74152	75264	77710	80236	82843
	02	76506	77653	80177	82783	85473
	03	78858	80040	82642	85328	88101
	04	81211	82430	85109	87875	90731
	05	83563	84817	87573	90420	93358
Level 6	01	85915	87204	90038	92964	95986
	02	88269	89593	92505	95511	98616
	03	90621	91980	94970	98056	101243
	04	92975	94370	97437	100603	103873
Level 7	01	94739	96160	99285	102512	105843
	02	97679	99144	102366	105693	109128
	03	100621	102131	105450	108877	112416
	04	103564	105117	108534	112061	115703
Level 8	01	106502	108100	111613	115240	118986
	02	110031	111682	115311	119059	122928
	03	113560	115263	119009	122877	126871
	04	117091	118847	122710	126698	130815
	05	120618	122427	126406	130514	134756
Level 9	01	124147	126009	130104	134332	138698
	02	127091	128997	133190	137518	141988
	03	130027	131978	136267	140696	145268
Level 10	01	132966	134960	139347	143875	148551

**SALARY TABLE 4 – CASUAL PROFESSIONAL STAFF MEMBERS**

Classification Level	Step	Hourly Rate	AGREEMENT COMMENCEMENT	Hourly Rate	Hourly Rate	Hourly Rate
		11/03/2023		9/03/2024	8/03/2025	7/03/2026
Level 1	06	34.80	35.32	36.47	37.65	38.88
	07	35.56	36.09	37.27	38.48	39.73
	08	36.51	37.06	38.27	39.51	40.79
Level 2	06	37.47	38.03	39.26	40.54	41.86
	07	38.42	39.00	40.26	41.57	42.92
Level 3	06	39.37	39.96	41.26	42.60	43.98
	07	40.51	41.12	42.46	43.84	45.26
	08	41.66	42.28	43.66	45.07	46.54
	09	42.80	43.44	44.85	46.31	47.82
	10	43.95	44.61	46.06	47.56	49.10
Level 4	01	45.12	45.80	47.28	48.82	50.41
	02	46.28	46.98	48.50	50.08	51.71
	03	47.45	48.16	49.73	51.34	53.01
Level 5	01	49.00	49.74	51.36	53.03	54.75
	02	50.56	51.32	52.99	54.71	56.49
	03	52.11	52.90	54.62	56.39	58.22
	04	53.67	54.48	56.25	58.07	59.96
	05	55.22	56.05	57.87	59.76	61.70
Level 6	01	56.78	57.63	59.50	61.44	63.43
	02	58.33	59.21	61.13	63.12	65.17
	03	59.89	60.79	62.76	64.80	66.91
	04	61.44	62.37	64.39	66.49	68.65
Level 7	01	62.61	63.55	65.61	67.75	69.95
	02	64.55	65.52	67.65	69.85	72.12
	03	66.50	67.49	69.69	71.95	74.29
	04	68.44	69.47	71.73	74.06	76.46
Level 8	01	70.38	71.44	73.76	76.16	78.63
	02	72.72	73.81	76.21	78.68	81.24
	03	75.05	76.17	78.65	81.21	83.84
	04	77.38	78.54	81.09	83.73	86.45
	05	79.71	80.91	83.54	86.25	89.06
Level 9	01	82.04	83.28	85.98	88.78	91.66
	02	83.99	85.25	88.02	90.88	93.84
	03	85.93	87.22	90.05	92.98	96.00
Level 10	01	87.87	89.19	92.09	95.08	98.17



**SALARY TABLE 5 – FULL-TIME ELICOS TEACHING STAFF MEMBERS**

Classification Level	Category	Salary Annual 11/03/2023	AGREEMENT COMMENCEMENT	Salary Annual 9/03/2024	Salary Annual 8/03/2025	Salary Annual 7/03/2026
Level 1	D	67801	68818	71054	73364	75748
Level 2	C/D	69076	70112	72391	74744	77173
Level 3	B/C/D	71631	72705	75068	77508	80027
Level 4	A/B/C/D	74246	75360	77809	80338	82949
Level 5	A/B/C/D	78311	79486	82069	84736	87490
Level 6	A/B/C/D	81021	82236	84909	87668	90517
Level 7	A/B/C/D	83734	84990	87752	90604	93549
Level 8	A/B/C/D	86446	87742	90594	93538	96578
Level 9	A/B/C/D	89430	90772	93722	96768	99913
Level 10	A/B/C	92939	94333	97399	100564	103833
Level 11	A/B/C	96207	97650	100823	104100	107483
Level 12	A/B/C	99091	100577	103846	107221	110706

**SCHEDULE 2 – ALLOWANCES****ALLOWANCE 1: MEAL ALLOWANCE**

Days	Hours	Allowance
Monday to Friday	More than 1 hour either before your ordinary starting time or after your ordinary ceasing time (or more than 1 hour if overtime continues after 6.00pm).	\$12.50
Monday to Friday,	Continue or resume duty for more than 1 hour after 6:00 pm and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of overtime.	\$21.00
Saturday, Sunday or Public Holidays	Overtime for more than 4 hours.	\$12.50
Saturday, Sunday or Public Holidays	Continue or resume duty for more than 1 hour after completing 4 hours overtime and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes prior to ongoing overtime; or you resume duty for more than 1 hour after completing a full overtime shift and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of the overtime.	\$21.00

### SCHEDULE 3 – ELICOS TEACHING STAFF

#### (a) Definitions

**‘ELICOS Teacher’** means a staff member employed principally to teach English Language Intensive Courses for Overseas Students (ELICOS) and to undertake any or all of the following teaching related duties, as required:

- consulting with students outside class times, participating in the development of teaching materials, conducting computer laboratory and/or language laboratory classes, marking and assessing assignments and exams, participating in student activities.
- conduct, teach, prepare and assess classes and carry out research related to the functions of the ELICOS Programs in lieu of other duties as specified.

**‘Contact Hours’** mean hours of work in which a staff member is engaged in face to face teaching and supervision of students in scheduled classes, and student activities (including computer laboratory and/or language laboratory classes and study tours). Contact hours will include supervision of self-access.

**‘Non-Contact Hours’** mean hours of work in which a staff member is not engaged in face to face teaching and supervision of students in scheduled classes, and student activities, but includes course preparation, lesson preparation and associated materials development, homework/assignment/test marking and assessment, placement interviews, written feedback on student progress, student Consultations, and administration.

**‘Contract Staff Member’** means a full-time or fractional staff member engaged for a contract period of no less than 5 weeks to carry out any of the functions involved in ELICOS/ELICOS Programs.

**‘Casual Staff Member’** means a staff member engaged and paid on an hourly basis to carry out any of the functions involved in ELICOS Programs.

**‘Director of Studies (DOS)’** means a person appointed to the position of Director of Studies, and includes anyone acting in that role on a temporary basis, or any nominee of the DOS.

**‘Student Activity’** means a formally organised student-compulsory excursion, lecture/workshop or film, which forms part of a course program.

#### (b) Nature of employment

Where a fixed-term appointment is made and there has been a break in employment of less than one week, the contracts will be contiguous.

#### (c) Classifications

Based on an assessment of a teacher’s qualifications, a teacher will be assigned to one of the following classification categories:

CATEGORY	QUALIFICATIONS REQUIRED
A	Degree and Diploma of Education or equivalent and either a diploma in ELICOS (e.g. Dip RSA, Grad Dip ELICOS); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.
B	Degree and Diploma of Education or equivalent plus recognised ELICOS certificate; or Degree and Diploma including LOTE/ELICOS method.
C	Any Degree/Diploma (3 year minimum) plus recognised ELICOS certificate; or Any Degree/Diploma (3 year minimum) including LOTE/ELICOS method.
D	Other qualifications not provided for above and/or expected to acquire minimum ELICOS qualifications.

Staff appointed as ELICOS teachers will be placed on a salary level commensurate with their qualifications and experience, by reference to both category and experience.

Classification by categories:

- Category A commences at no less than level 4 with a maximum of level 12
- Category B commences at no less than level 3 with a maximum of level 12
- Category C commences at no less than level 2 with a maximum of level 12
- Category D commences at no less than level 1 with a maximum of level 9

Provided that a staff member classified as Category D who achieves Level 9 may be progressed beyond that level by demonstrating the ability to perform the full range of duties carried out by staff in the other categories.

The experience of staff prior to appointment will be recognised by appointment above the minimum level on the basis of one increment for each year of full-time ELICOS teaching or equivalent and one increment for each 2 years of full-time teaching in other subjects including other languages to a maximum of 3 increments.

**(d) Salaries**

Staff will be paid according to the salary contained in Schedule 1. Where a further contract is offered and accepted, the staff member will maintain their eligibility for annual increments when the breaks between appointments are of up to two times per year and of up to six weeks in total.

ELICOS staff employed on a casual basis will be paid the following minimum rates:

- The repeat tutorial rate, set out in Casual Academic Staff in Schedule 1, Salary Table 5, of this Agreement for each contact hour of teaching performed; and/or
- The rate of pay for other required Academic activity rate, set out in Casual Academic Staff in Schedule 1, Salary Table 4 of this Agreement, for each hour of non-contact duties performed.

Increments will accrue for periods of fractional and casual service on a pro-rata basis and staff on ongoing and fixed-term appointments will be entitled to incremental progression in accordance with clause 5.4.1.

**(e) Position of Responsibility Allowance**

Where a position of responsibility is required, it will be determined in accordance with the position classification standards determined by the University. There will be three levels of allowances:

Level 1	\$1243.25 p.a.
Level 2	\$2486.40 p.a.
Level 3	\$3729.53 p.a.

A position of responsibility allowance will be paid in addition to the substantive salary of the staff member appointed to the position of responsibility. An allowance payable under this clause will be regarded as salary for the purposes of calculating Superannuation contributions.

**(f) Hours of Work and Duties**

Unless otherwise mutually agreed between a staff member and the DOS, the following will apply:

- 20 contact hours per week for full-time on-going and fixed-term staff and pro-rata for fractional on-going and fixed-term staff. For example, a staff member on .8 appointment will be employed for 29 hours per week with 16 hours class contact.
- no more than 5.5 contact hours in any one day;
- no more than two student activities in any term;
- no evening or weekend classes or formally organised evening or weekend excursions;
- contact hours of no more than 44 weeks per annum (880 hours per annum).

All on-going and fixed-term staff with appointments of at least 12 months will have ten days per year of non-teaching days, with the nature and location of activities to be mutually agreed between the teacher and the DOS. Staff appointed on an on-going and fixed-term fractional basis will have equivalent non-teaching days pro-rata to their fractional appointment.

It is reasonable to expect that staff will work hours as are necessary for the performance of their duties, which may include periods away from the designated workplace, including for staff development activities. Prior approval of the DOS must be received for all work periods away from the designated workplace.

#### SCHEDULE 4 – CASUAL ACADEMIC STAFF REMUNERATION AND DUTIES

##### a) Formulae

The minimum salaries paid to a Casual Academic Staff member will be calculated in accordance with the following formulae:

- i) Lecturing rate and higher marking rate:

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale (referred to as a), and calculated as follows:

$$\frac{\$ a}{37.5} + 25\% = \$ b$$

- ii) Rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification:

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

$$\frac{\$ c}{37.5} + 25\% = \$ d$$

- iii) Rate applicable to all other duties:

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

$$\frac{\$ e}{37.5} + 25\% = \$ f$$

##### b) Lecturing:

- i) Casual Academic Staff member required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student Consultation will be paid at a rate for each hour of lecture delivered (refer to Schedule 1 of this Agreement).
- ii) 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, and any marking and student Consultation reasonably contemporaneous with it.
- iii) For the purposes of this Agreement, the term 'lecture' means any education delivery described as a lecture in a course outline, or in an official timetable issued by the University.

##### c) Tutoring:

- i) Casual Academic Staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, reasonably contemporaneous
- ii) marking and student Consultation, will be paid at a rate for each hour of tutorial delivered or presented (refer to Schedule 1 of this Agreement).

- iii) The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same course matter within a period of 7 days, and any marking and student Consultation reasonably contemporaneous with it.
- iv) For the purposes of this Agreement, the term 'tutorial' means any education delivery described as a tutorial in a course outline, or in an official timetable issued by the University.

**d) Marking:**

All marking, including re-marking, will be paid in accordance with Schedule 1 of this Agreement, for all time worked.

**e) Other required academic activity:**

- i) Casual Academic Staff member required to perform any other required academic activity as defined in e) ii) of this clause will be paid at a minimum hourly rate of \$ f [refer to a) iii], or \$ d [refer to a) ii)], if they hold a relevant doctoral qualification or are required to perform full course coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.
- ii) For the purposes of this clause, 'other required academic activity' will include work that a person, acting as or on behalf of the employer of a casual Academic Staff member, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:
  - the conduct of practical classes, demonstrations, workshops, student field excursions;
  - the conduct of performance and visual art studio sessions;
  - development of teaching and subject materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
  - Consultation with students;
  - supervision; and
  - attendance at departmental, school and moderation meetings if required.

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

- f) Undergraduate clinical education means the conduct of undergraduate education in a clinical setting. The base rate is determined by reference to the second step of the full-time Level B scale (referred to as g), and calculated as follows:

$$\frac{\$ g}{52} + 25\% = \$ h$$

37.5

- g) Payment is made only for classes which are covered by the academic casual staff member's appointment, and which are actually conducted by the Casual Academic Staff member. Unless the course coordinator or Cost Centre Manager gives the staff member 24 hours' notice of the cancellation of any particular class, full payment for the class is made.
- h) Where delivery of classes as identified in clause (g) does not occur (including due to experiencing family and domestic violence), payment will be made for preparation work completed, provided it is covered by the Academic Staff member's appointment.
- i) Casual Academic Staff members may be paid at more than one rate if they are involved in more than one activity, e.g. lectures and tutorials.
- j) Casual ELICOS Teaching staff members will be paid the following minimum rates:
  - i) at the repeat tutorial rate, outlined in clause c) of this Schedule for each hour of face to face teaching performed;

- ii) at the other required Academic activity rate, outlined in clause e) of this Schedule for each hour of non-teaching duties performed.

## **SCHEDULE 5 – REVIEW COMMITTEE**

The detailed requirements, membership and timings for a review committee is set out in the Serious Misconduct in Research clause of this Agreement. A review committee will:

- Provide an opportunity for the staff member to be interviewed by it and ensure that the staff member has adequate opportunity to answer findings or allegations. The committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
- Interview any person it thinks fit to establish the merits or facts of the particular case;
- Conduct all interviews in the presence of the staff member or where the staff member chooses, the staff member's representative and the VCP or the VCP's advocate;
- Conduct proceedings as expeditiously as possible in accordance with stated timeframes;
- Conduct proceedings in camera (unless otherwise agreed) and as a committee of inquiry;
- On the request of the staff member, keep an audio recording of the proceedings (excluding its own deliberations), which will be made available to the staff member, and where they choose, their representative and University management. The recording remains confidential to the parties involved and is for use only in relation to the review committee proceedings and FWC and cannot be published in any other forum;
- Ensure that the staff member or where chosen, the staff member's representative and the VCP or the VCP's representative have the right to ask questions of interviewees, and to make submissions. They will also have the right to present and challenge evidence; and
- Make its report available to the VCP and the staff member as soon as reasonably possible.



## SCHEDULE 6 – SPECIAL REVIEW OF 2022 WORKLOAD ALLOCATION

Pursuant to clause 9.2(y) of the Agreement, an academic staff member (**staff member**) can seek a review of their 2022 workload allocation, in accordance with the below.

- (a) The University will review the 2022 teaching/teaching related workload allocated to each staff member covered by this Agreement who requests a review.
- (b) The review will be conducted in an open and transparent manner, with each staff member entitled to request a review, participate, access the data which informs the review and to be represented by their chosen representative for the purpose of the review.
- (c) The 2022 teaching/teaching related workload will be assessed against the allocations that would have been required under the 2022 Academic Workload Guidelines (**2022 Guidelines**).
- (d) Where the staff member's required teaching/teaching related workload would have exceeded the relevant notional % of 1668 hours that the staff member was allocated in 2022 (e.g. if a staff member with a 40% teaching/teaching related allocation was allocated teaching/teaching related activities that exceeded 667 hours applying the 2022 Guidelines, or a staff member with a 25% teaching/teaching-related allocation was allocated teaching/teaching-related activities that exceeded 417 hours), then:
  - a. an adjustment will be made equal to the amount of the excess by reducing the teaching-related allocations for the staff member for 2024, save that where the size of the reduction means that it will be impracticable for the reduction to be used in 2024 it may also be applied in 2025. The reduction in teaching related allocation will be an "adjustment allocation". The adjustment allocation may be applied at the staff member's discretion to research, professional development, or personal development activities. Where the staff member applies the adjustment to personal development, the personal development activities will be determined by the staff member; and
  - b. in recognition of the impact that an allocation of teaching/teaching related workload may have had on a staff member's opportunity to perform other aspects of their work, a staff member the subject of adjustment under (d) clause (d)a. above, will not be subject to a requirement to change to a higher teaching workload profile for 2024, and any adjustment allocation will not be counted toward their research output calculation for the purpose of the definition of 'research active' under clause 9.2.
- (e) It is noted that the total workload allocation includes research and administration, which can impact overall workload allocation. Clause (a) – (d) will apply notwithstanding that staff may have had overall a workload allocation that did not exceed the total of 1668 hours.
- (f) In calculating any excess hours, the University will have regard to the staff member's fraction of full-time employment.

**END**



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