



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University Of Canberra
(AG2023/1118)

UNIVERSITY OF CANBERRA ENTERPRISE AGREEMENT 2023 - 2026

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 8 MAY 2023

Application for approval of the University of Canberra Enterprise Agreement 2023 - 2026

[1] An application has been made for approval of an enterprise agreement known as the *University of Canberra Enterprise Agreement 2023 - 2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by University Of Canberra (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the National Tertiary Education Industry Union, being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they want the Agreement to cover their organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2023. The nominal expiry date of the Agreement is 31 January 2026.



DEPUTY PRESIDENT

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1118

Applicant:

University of Canberra

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paddy Nixon, Vice-Chancellor, have the authority given to me by the University of Canberra to give the following undertakings with respect to the *University of Canberra Enterprise Agreement 2023-2026* ("the Agreement"):

1. Casual minimum engagement (general staff) - Cl.53.4: the University undertakes that the minimum engagement for casual employees engaged to perform tasks as note takers assisting people with a disability, examination invigilators, security, building and maintenance trades, nursing and gardening will be 3 hours.

The effect of this undertaking is that clause 53.4(c) of the Agreement will no longer apply.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Professor Paddy Nixon

Vice-Chancellor and President

University of Canberra

11 Kirinari St, ACT 2617

Date 5 May 2023



UNIVERSITY OF
CANBERRA

DISTINCTIVE BY DESIGN

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

University of Canberra

Enterprise Agreement 2023-2026

canberra.edu.au

2023–2026

ENTERPRISE AGREEMENT

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PART A: INTRODUCTION

1. Title and Operation

- 1.2 This Agreement is made under section 172 of the *Fair Work Act 2009* (Cth) and shall be known as the *University of Canberra Enterprise Agreement 2023 - 2026*.
- 1.3 The terms and conditions of employment of the Employees covered by this Agreement are stated in this Agreement.
- 1.4 This Agreement will commence operation seven (7) days after its approval by the Fair Work Commission and will have a nominal expiry date of 31 January 2026.

2. Application

- 2.1 This Agreement binds all staff of the University other than the Vice-Chancellor (VC) and Executive Staff.
- 2.2 Nothing in this Agreement will be taken as incorporating as a term of this Agreement any policy, procedures or guidelines referred to in this Agreement.
- 2.3 This Agreement is a closed and comprehensive Agreement that wholly displaces any Modern Award (existing or future) or any other agreement.
- 2.4 In the event that the Agreement provides a benefit or entitlement which is less beneficial for the staff concerned than the National Employment Standards (NES), the NES will prevail to the extent of the inconsistency.

3. Definitions

- 3.1 In this Agreement the following terms have the following meaning:

Term	Meaning
<i>Academic Freedom</i>	<ul style="list-style-type: none">the freedom of academic staff to teach, discuss, and research and to disseminate and publish the results of their research;the freedom of academic staff to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;the freedom of academic staff to express their opinions in relation to the higher education provider in which they work or are enrolled;the freedom of academic staff, without constraint imposed by reason of their employment by the university, to make lawful public comment on any issue in their personal capacities;the freedom of academic staff to participate in professional or representative academic bodies; andthe autonomy of the higher education provider in relation to the choice of academic courses and offerings, the ways in which they are taught and the

Term	Meaning
	choices of research activities and the ways in which they are conducted.
Academic Staff	staff employed by the University as either an Education Focused, Education and Research, or Research Focused Employee as set out in clause 46.7, and whose primary duties include conducting and/or managing teaching and/or research.
Act	the <i>Fair Work Act 2009</i> (Cth) as amended.
Agreement	the <i>University of Canberra Enterprise Agreement 2023-2026</i> .
AMWU	Australian Manufacturing Workers Union.
Chief People Officer (CPO)	the person occupying or acting in that position, or their nominee.
Chosen Representative	<p>a union, or a person other than a practising legal practitioner, who is chosen by the Employee or University management to represent each of them respectively in consultation or negotiation under this Agreement on workplace relations and human resources matters.</p> <p>With respect to Employees, a Chosen Representative is another Employee of the University, an officer of a union or other person other than a practising legal practitioner.</p> <p>With respect to University management, a Chosen Representative is normally either an Employee, a member of the University Council or an officer of the University's industrial association.</p> <p>A Chosen Representative will be involved in a matter only where the affected Employee or the University chooses to be represented.</p>
Consultation	conferring between the University and its Employees, and their Chosen Representative(s) if they so elect, in such a way that there is the opportunity for affected Employees to influence the University's decision-making process. Consultation does not mean having to reach agreement.
Contemporaneous Marking	any marking that is undertaken during a lecture, tutorial or clinical session or which could reasonably have been done in paid time associated with that lecture, tutorial or clinical session. This marking attracts no additional payment.
Contingent Period	the period subject to intermittent reviews of performance to determine the eligibility of an Employee engaged under Schedule 8 for 'continuing' employment.
Delegate	a position named in the University's delegations, which are an instrument of the University Council.
Deputy Vice-Chancellor (DVC)	the person at the time holding or acting in the office of Deputy Vice-Chancellor of the University or the DVC's nominee.

Term	Meaning
<i>Emergency Duty</i>	work which an employee performs: a) Outside their Ordinary Hours; and b) At a time during which the Critical Incident Management Team has declared a major or critical event is occurring; and c) At the direction of their manager; and d) The work is in relation to the declared major or critical event.
<i>Employees</i>	all persons who are employed by the University and to whom this Agreement has application by virtue of clause 2 (Application).
<i>Executive Staff</i>	positions identified as Deputy Vice-Chancellors, Vice-Presidents or equivalent positions by the Vice-Chancellor as the Executive of the University.
<i>Former Enterprise Agreement</i>	the <i>University of Canberra Enterprise Agreement 2019-2022</i>
<i>FWC</i>	the Fair Work Commission.
<i>Health Professional</i>	a person registered to practice medicine under the <i>Health Practitioner Regulation National Law (ACT) Act 2010 (ACT)</i> or equivalent State, Territory or international regulation, or other health practitioner as approved by the University.
<i>Legal Practitioner</i>	a person admitted to practice as a barrister or solicitor of the Supreme Court of any State or Territory of the Commonwealth or of the High Court of Australia, or any equivalent foreign status.
<i>Manager</i>	an Employee who has supervisory and/or managerial responsibilities in relation to one or more Employees.
<i>NES</i>	National Employment Standards under the Act.
<i>NTEU</i>	National Tertiary Education Industry Union.
<i>Parties</i>	the University, the AMWU and the NTEU
<i>Probation</i>	a period of initial employment during which an Employee is assessed in terms of their capacity and suitability for employment.
<i>Professional Staff</i>	those Employees of the University who are not members of the Academic Staff or Executive Staff.
<i>Regulations</i>	the <i>Fair Work Regulations 2009</i> (Cth).
<i>Senior Manager</i>	those Employees of the University employed in accordance with Part E: Senior Managers.

Term	Meaning
<i>Serious Misconduct</i>	conduct of a kind envisaged under section 12 of the Act and regulation 1.07 of the Regulations. Serious Misconduct may also include circumstances where the Employee has engaged in repeat misconduct for which disciplinary action has previously been taken.
<i>Shiftworker</i>	a shiftworker for the purpose of the NES is an Employee who is regularly rostered to work Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day 7 days per week.
<i>Teaching Buy-Out</i>	where an Academic Employee allocates a portion of research funds toward the cost of engaging another Employee to perform their teaching duties, enabling the Academic Employee to reduce their teaching load and create more time for research.
<i>Teaching Period</i>	a scheduled period within an academic year nominated by the University in which a unit is offered for study and assessment, and may include non-teaching period study breaks.
<i>Union(s)</i>	a registered employee organisation.
<i>University</i>	the University of Canberra.
<i>Vice-Chancellor (VC)</i>	the person at the time holding or acting in the office of the Vice-Chancellor of the University under the <i>University of Canberra Act 1989</i> (ACT), as amended from time to time, or the Vice-Chancellor's nominee.

PART B: CORE TERMS

4. Agreement Flexibility

- 4.1 The University and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
- (a) the individual flexibility arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed; and
 - (ii) purchased leave, that is, an arrangement that permits an Employee to work a reduced number of weeks in the year with a proportionate reduction in their salary;
 - (b) the individual flexibility arrangement meets the genuine needs of the University and the Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (c) the individual flexibility arrangement is genuinely agreed to by the University and the Employee.
- 4.2 The University must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the University and the Employee;
 - (c) is signed by the University and the Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
 - (d) includes details of the terms of this Agreement that will be varied by the individual flexibility arrangement and how they will be varied.
- 4.3 The University must ensure that the terms of any individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act;
 - (c) result in the Employee being better off overall than they would be if no arrangement was made;
 - (d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act; and
 - (e) has been considered by the CPO.
- 4.4 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.
- 4.5 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the agreement; or
 - (b) if the University and Employee agree in writing – at any time.

5. Training for Employee Representatives

- 5.1 Reasonable access to training is to be facilitated for union delegates and Employee representatives. This may, for example, include training during work time if that does not prejudice efficient operation or service provision. With reasonable notice, a union office bearer will be provided sufficient time to attend national and/or state conference/s.

6. Consultation on Organisational Change

- 6.1 Consultation on any proposed Organisational Change will be undertaken in two steps:

- (a) Proposal Step; and
- (b) Implementation Step.

Proposal Step

- 6.2 The University will notify and Consult with affected Employees, their Union and their Chosen Representative(s) over any firm proposal for significant and substantial organisational change. Such change includes, but is not limited to, outsourcing or contracting out.
- 6.3 Where there is a specific change proposal, the University will issue a Consultation paper to affected Employees, their Union and their Chosen Representative(s). The Consultation paper will include:
- (a) an explanation of the rationale for organisational change;
 - (b) circulation of specific proposals for consideration, including identification of any anticipated health and safety issues;
 - (c) provision of opportunity for written responses or alternatives from affected Employees and their Chosen Representative(s);
 - (d) meetings with Employees and their Chosen Representative(s) to discuss and examine the organisational change proposal and alternatives; and
 - (e) provision of relevant information related to the proposed organisational change.
- 6.4 Affected Employees will be Consulted about the proposed change through meetings with the head of the work unit, and time will be allowed to discuss and respond to the proposal. However, the University is not required to disclose confidential information (such as University Council papers or information that has been provided to the University on a confidential basis) or commercially sensitive information to Employees or their Chosen Representative(s). The University will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

Implementation Step

- 6.5 If a decision to proceed is made by the University, the University will issue an implementation paper and will Consult again with the affected Employees and their Chosen Representative(s) or, where Employees choose, with the Union, about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff.
- 6.6 The reasonably foreseeable impacts on staff workload and redundancies and the steps for implementation will be clearly articulated in the implementation paper.
- 6.7 Consultation will be conducted within a framework that acknowledges the statutory obligations and responsibilities of Senior Managers, but there will be no power of veto over the University's decision-making processes.

7. Changes to Rosters or hours of work

- 7.1 Where the University proposes to change an Employee(s)' roster or ordinary hours of work, the University must Consult with the affected Employee(s) and their Chosen Representative(s), if any, about the proposed change.
- 7.2 The University must:
- (a) provide to the affected Employee(s) and their Chosen Representative(s), if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (b) invite the affected Employee(s) and their Representative(s), if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (c) give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Chosen Representative(s).
- 7.3 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8. Consultation on Policy

- 8.1 Policies of the University are not incorporated into and do not form part of this Agreement.
- 8.2 The University undertakes to Consult affected Employees and their Chosen Representative(s) on policies that have a significant and substantial effect on Employee(s).
- 8.3 The University undertakes to Consult affected Employees and their Chosen Representative(s) in relation to the University's classification policy.

9. Grievance and Dispute Resolution

- 9.1 The procedure for resolving complaints and/or grievances is set out in Schedule 5 – Grievance Resolution Procedure of this Agreement.
- 9.2 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES; then
- this clause sets out procedures to settle the dispute.
- 9.3 An Employee who is a party to a dispute may appoint a Chosen Representative for the purposes of the procedures in this clause. Alternatively a Union may notify the existence of a dispute.
- 9.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level (i.e. between an Employee and their Manager).
- 9.5 If discussions at the workplace level do not resolve the dispute, then the matter may be referred to the CPO.
- 9.6 If discussions with the CPO do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 9.7 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

9.8 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) until the internal procedures described in clauses 9.1 to 9.7 have been exhausted, the Employee will continue to work in accordance with this Agreement and their contract of employment unless there is a reasonable concern about an imminent workplace health and safety risk; and
- (b) an Employee must comply with a direction given by the University to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

9.9 The parties to the dispute agree to be bound by any determination made by the FWC.

9.10 A dispute formally commenced under the Former Enterprise Agreement, but not concluded at the time at which this Agreement commences, shall continue to be dealt with in accordance with the relevant provisions that applied under the Former Enterprise Agreement.

10. Types of Employment

10.1 Employment at the University will normally be as follows:

- (a) **Continuing** employment, which is employment for an indefinite duration;
- (b) **Contingent Continuing** employment, which is employment subject to the Employee reaching certain milestones within set time periods before the employment becomes continuing and is detailed in Schedule 8;
- (c) **Fixed-term** employment, which is employment for a specified duration, or until an ascertainable event occurs as set out in the contract of employment. There is no expectation of continuing employment; and
- (d) **Casual** employment, which is employment by the hour.

10.2 The University will recruit suitable Employees based on operational requirements.

10.3 Employees will be advised in writing of the terms of their engagement, and subsequent changes to the engagement during employment, including a list of the main instruments governing the terms and conditions of the employment, position classification level and salary on commencement.

- 10.4 Subject to operational requirements and the need to retain flexibility, the University's preference is for continuing employment rather than fixed-term employment where a continuing work requirement exists, and for fixed-term employment rather than casual employment where work is not irregular or intermittent. Specifically, the University will use its best endeavours to ensure that the level of casual academic employment does not rise during the term of this Agreement.
- 10.5 Averaged over the preceding 12 months, 30% of all education focused Academic Staff appointments must have been either casual or fixed-term Employees in the Australian higher education sector in the three (3) years previous to their appointment.

Conversion from Fixed-term to Continuing Employment

- 10.6 An Employee will be offered their current employment on a continuing basis where 10.6(a) or 10.6(b) apply:
- (a) An Employee is employed on a fixed-term contract under clause 12.1, and
 - (i) At the time of entering the fixed term contract, the work to be performed did not fall into one of the descriptions in clause 12.1; and
 - (ii) At the time of entering the fixed term contract, no other reason for employment on a fixed-term basis under 12.1 (or its predecessor, where the fixed term contract was entered into under the Former Enterprise Agreement) applied.
 - (b) An Employee has been employed on a fixed term contract or contracts for a continuous period of three (3) years and there are no reasonable grounds for refusing the conversion. Reasonable grounds for refusal are limited to:
 - (i) the position is contingent on external funding;
 - (ii) the Employee was employed on a research contract under clause 12.1(b);
 - (iii) the Employee is on their first contract, and was not originally appointed following an open and competitive selection process;
 - (iv) the Employee's performance or conduct does not meet the required standard;
 - (v) the Employee was employed on a contract to replace another employee under clause 12.1(b);
 - (vi) the Employee is employed on a specific task or project contract, and the specific task or project will not continue beyond the end of their contract;
 - (vii) the Employee is a Senior Staff engaged in accordance with Part E: Senior Managers at clause 63;
 - (viii) the Employee is a genuine retiree;
 - (ix) the Employee is performing their duties in a work area that has been the subject of a decision by the University to discontinue that work within three (3) years;
 - (x) the Employee is a current student, other than where their status as a student is irrelevant to their engagement and the work required.

Conversion to continuing employment for casual Professional Employees

- 10.7 Casual Professional Employees are eligible for conversion to continuing employment in accordance with the Act.

Conversion to continuing Education Focused roles for casual Academic Employees

- 10.8 A Casual Academic Employee may apply for appointment to a non-casual Education Focused position if the following criteria are satisfied:
- (a) the Employee has been engaged by the University for at least 12 months, calculated from the day the employment started; and
 - (b) during the 12 month period immediately prior to applying for conversion, the Employee performed not less than 30% of the total of the 'Maximum annual teaching and teaching related activity allocation' for Education Focused staff (as defined by clause 46.7).
- 10.9 The University shall not unreasonably refuse an application for appointment made under clause 10.8. Reasonable grounds for refusing an application are limited to:
- (a) the employee is a current student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required.
 - (i) An employee has recently been a student if the employee ended their studies within the 12-month period ending on the date they apply for conversion. An employee has ended their studies when their qualification is conferred or when they otherwise cease to be enrolled as a student without having their qualification conferred;
 - (b) the Employee is a genuine retiree;
 - (c) the Employee was employed on a contract to replace another employee on a period of absence and the original employee is due to return;
 - (d) it is probable that there will be no ongoing work that the employee could perform within 12 months of making the application.
 - (e) the Employee's performance or conduct has been found to be unsatisfactory.
- 10.10 Appointment to non-casual employment under this clause shall be to continuing employment in an education focused position.
- 10.11 The appointment shall be for at least the hours calculated under clause 10.8(b).
- 10.12 To avoid doubt, nothing in this clause prevents agreement on a different pattern of hours or fraction of employment.
- 10.13 When calculating an Employee's hours of work for the purposes of 10.8(b) and 10.11:
- (a) all hours of working time performed as a casual employee must be counted (eg delivery time as well as associated working time) as specified in clause 44.5; and
 - (b) where an Employee has been performing their teaching duties in units of study which are to be discontinued, hours of work associated with those units of study will not count toward eligibility under 10.8(b).

11. Full-Time Employment

- 11.1 Full-time employment is employment for the ordinary hours of work (as set out in clause 52 for Professional Staff) or the workload required for full-time Academic Staff as set out in clause 46.7 of this Agreement.

12. Fixed Term Employment

12.1 The use of fixed-term employment will be limited to work that comes within the description of one or more of the following:

- (a) *Specific task or project:* A definable work activity that has a starting time and is expected to be completed within an anticipated period. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.
- (b) *Research:* Where an Employee is engaged in a research focused position for a fixed-term period not exceeding five (5) years.
- (c) *Replacement Employee:* Where an Employee:
 - (i) undertakes work replacing another Employee for a definable period, while the latter Employee is on leave, secondment or absent from the University; or
 - (ii) performs the duties of a vacant position pending the appointment of an Employee to the vacant position for which a definite decision has been made to fill it, and recruitment action has commenced; or
 - (iii) principally performs the allocated teaching duties of another employee who is undertaking research work, as part of a Teaching Buy-Out arrangement, for a definable period.
- (d) *Recent Professional Practice:* Where a curriculum in professional or vocational education requires that the work should be undertaken by a person who has recent practical or commercial experience for a fixed-term period not exceeding two (2) years.
- (e) *Graduate Employment Scheme:* Where the University offers up to twelve (12) months employment to recent University of Canberra graduates, provided no more than ten (10) graduate Employees are in place at any one time and only one contract can be offered to each graduate under this sub-clause.
- (f) *Pre-retirement:* Where an Employee declares an intention to retire, a fixed-term contract of up to five (5) years may be offered.
- (g) *Senior Staff:* Where an Employee is engaged in accordance with Part E: Senior Managers at clause 63.
- (h) *Organisational Change:* Where a work area has been the subject of a decision by the University to discontinue that work within three (3) years, provided that:
 - (i) the offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work be reversed, or should for any other reason the Employee's position or substantially the same position continue beyond a period of three (3) years, the Employee will be offered that work on a continuing basis. A short term extension (for example, for up to three (3) months) of the fixed-term contract may be permitted without invoking this sub-clause where such extension is necessary to permit the timely conclusion of any discontinuing activity; and
 - (ii) should a continuing position not be offered under this sub-clause, upon request by the Employee, the University will make reasonable attempts to identify other employment opportunities within the University.

- (i) *Convertible fixed-term:* This may occur where there is a new initiative and where continuing operation is uncertain. For the purposes of this sub-clause, a new initiative relates to a new area of work not previously undertaken, and not created from the merger or division of, or movement of, work from existing work areas. Convertible fixed-term employment may only be offered where:
 - (i) a demonstrated sudden and unanticipated increase in student enrolments requires additional staffing in a specific area to meet the student demand;
 - (ii) there is a new organisational area/discipline in which case, a contract may be offered prior to or from the establishment of any such discipline or area, during a period in respect of that establishment not exceeding two (2) years; or
 - (iii) otherwise agreed between the University and the relevant Union(s).

A convertible fixed-term appointment will normally be for a period not exceeding three (3) years. An area of work ceases to be a new area of work after three (3) years of operation and a fixed-term position may be converted in accordance with this sub-clause at that time. Conversion from fixed-term to continuing employment will be determined by the University, based on the availability of continuing work and the Employee's performance since appointment.
- (j) *On a case-by-case basis:* The Parties by written agreement may permit the use of fixed-term employment in circumstances not otherwise covered in the Agreement. An agreement under this sub-clause is not to be used to create a precedent for any further agreement(s).

Teaching Fellowships

- 12.2 Where the University offers a fixed-term teaching fellowship to a person who is enrolled as a student of the University, or who will enrol within a reasonable period of time, in the following circumstances:
 - (a) the employment is for a period that does not extend beyond 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
 - (b) the employment is within the student's academic unit or an associated research unit of the academic unit and is generally related to the degree course the student is undertaking.
- 12.3 Employment under sub-clause 12.2 will not exceed a total period of five (5) years. The fraction of a full-time Academic Staff member will not be less than 0.2 and will not exceed 0.5, including the allocation of teaching load, when averaged across any calendar year, provided the employment does not contravene the terms of the student's funding or scholarship.

Aboriginal and Torres Strait Islander Teaching Fellows

- 12.4 With a view to improving the University's Aboriginal and Torres Strait Islander Academic staffing profile and providing greater access to academic careers, the University shall employ Aboriginal and Torres Strait Islander teaching fellows.
- 12.5 Aboriginal and Torres Strait Islander teaching fellows will be employed on the same basis as that outlined in subclauses 12.2 and 12.3, with the exception of the total contract length and fraction, the terms of which are as follows:
 - (a) Aboriginal and Torres Strait Islander teaching fellows employed under this sub-clause may be employed on an initial contract of up to three (3) years in circumstances where the Academic Staff member is enrolled in a Master's program;

- (b) where the Aboriginal and Torres Strait Islander teaching fellow is enrolled in a PhD program, they may be employed on a contract not exceeding a period of five (5) years; and
- (c) nothing in this clause prevents an Academic Staff member from having subsequent contracts for Masters and PhD study. The fraction of an Academic Staff member employed under these provisions will not be less than 0.2 and will not exceed 0.5, including the allocation of teaching load, when averaged across any calendar year provided the employment does not contravene the terms of the student's funding or scholarship.

Offer of a new fixed-term contract

- 12.6 The University will give fixed-term Employees written notice of the University's intention to offer, or not to offer, a new fixed-term contract upon the expiry of the current fixed-term contract. Such notice will be at least:
- (a) one (1) week prior to expiration of the existing fixed-term contract where the period of continuous service will be less than six (6) months;
 - (b) two (2) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be six (6) months but less than three (3) years;
 - (c) three (3) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be three (3) years but less than five (5) years; or
 - (d) four (4) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be five (5) years or longer.
- 12.7 Where, because of circumstances relating to the provision of specific funding to support employment which is external to the University and beyond its control, the University is not reasonably able to give the notice required by sub-clause 12.6, it will be sufficient compliance with clause 12.6 if the University advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Employee at the earliest practicable date thereafter.

13. Severance Pay for Fixed Term Employees

- 13.1 A fixed-term Employee whose contract of employment is not renewed will be entitled to a severance payment in accordance with this clause if:
- (a) the Employee is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in sub-clauses 12.1(a) and 12.1(b), and the same or substantially similar duties are no longer required by the University; or
 - (b) the Employee is employed on a fixed-term contract to do work required for the circumstances described in sub-clauses 12.1(a) and 12.1(b) and the duties of the kind performed in relation to that work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.
- 13.2 Sub-clause 13.1 does not apply to an Employee who returns to their substantive employment after a period of secondment or similar arrangement.

Severance pay rates

13.3 The rate of severance pay is set out in the table below:

Period of continuous service	Severance pay
Up to 1 year	2 weeks' pay
1 year and up to 2 years	4 weeks' pay
2 years and up to 3 years	6 weeks' pay
3 years and up to 4 years	7 weeks' pay
4 years and over	8 weeks' pay

13.4 In circumstances where:

- (a) a Fixed Term Employee is engaged for a specific task or project as set out in clause 12.1(a);
- (b) that Fixed Term engagement period is defined as the duration of a task or project (that is, has no pre-determined fixed end date);
- (c) such employment exceeds a period of ten (10) years' continuous service (which may include the provision of multiple Fixed-Term contracts); and
- (d) the work undertaken by the Employee for the period of their Employment is the same or substantially similar throughout,

a severance payment of two (2) weeks' salary per year of continuous service will be paid instead of the pay rate set out in clause 13.3.

13.5 The maximum severance payment under clause 13.4 will be fifty-two (52) weeks.

14. Flexible and Part-time Working Arrangements

14.1 An Employee and their Manager (on behalf of the University) may agree to ad hoc, short term or regular flexible working arrangements (including but not limited to working from home), where the needs of the work unit, the Employee and the University can be met and in accordance with any applicable University policy.

14.2 Flexible working arrangements will be made available to Employees who wish to undertake part-time work.

Variation of working arrangements

14.3 An Employee may apply for a variation in their working arrangements in accordance with University policy.

Part-time, Pro rata salary and benefits

14.4 All Employees may apply to undertake work on a part-time basis. Part-time working arrangements will be negotiated and agreed with the University on a case by case basis.

14.5 Unless otherwise agreed between the Employee and the University in writing, or otherwise described in this Agreement, remuneration and other benefits for part-time Employees will be calculated on a pro rata basis.

15. Aboriginal and Torres Strait Islander Employment

- 15.1 The University is committed to the ongoing successful implementation of the Aboriginal and Torres Strait Islander Employment Strategy. Further, the University will use its best endeavours to achieve and maintain an employment target of at least 3% of the University's workforce identifying as Aboriginal and Torres Strait Islander by the nominal expiry date of this Agreement, and maintain that level of employment, for the life of the Agreement. As at 31 January 2023, an employment target of 3% represents a staff headcount of 37.

Respect, Support and Recognition

- 15.2 The University continues to:
- (a) respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander people;
 - (b) support participation of Aboriginal and Torres Strait Islander Employees in activities of a cultural or ceremonial nature, recognising that the provision of paid leave for such purposes has a direct impact on the effectiveness of Aboriginal and Torres Strait Islander people as Employees and is therefore of direct benefit to the University;
 - (c) recognise that the general working environment requires the redress of past social injustice, exploitation and Aboriginal and Torres Strait Islander employment inequities;
 - (d) ensure that Employees are supported by institutional policies and procedures aimed at eliminating racism in the workplace, and promoting a culturally responsive and responsible University; and
 - (e) ensure the ongoing operation of the Aboriginal and Torres Strait Islander Employment advisory committee, which will include at least two members of the ACT Aboriginal and Torres Strait Islander communities and a representative from the NTEU.

Aboriginal and Torres Strait Islander knowledge and expertise

- 15.3 The University recognises that Aboriginal and Torres Strait Islander Employees bring specific knowledge and expertise to their position. In addition to carrying out their duties and roles as defined by their position descriptions, Aboriginal and Torres Strait Islander Employees are often called upon to utilise their knowledge as a contribution to other bodies of knowledge.
- 15.4 In acknowledging this, an Aboriginal and Torres Strait Islander Employee's workload will recognise contributions made to internal, and where appropriate external, committees and networks, and the provision of advice and support to fellow Aboriginal and Torres Strait Islander Employees and students.

16. Probation Period

- 16.1 At the time of commencing employment, the University may require an Employee to undertake a Probation period, as follows:
- (a) Continuing Academic Staff – up to three (3) years;
 - (b) Fixed-term Employee where the fixed-term period is three (3) years or greater – six (6) months;
 - (c) Fixed-term Employee where the fixed-term period is less than three (3) years but greater than one (1) year – three (3) months; and
 - (d) Continuing Professional Staff – six (6) months.

- 16.2 An Employee's employment will be subject to only one (1) period of Probation. A second or subsequent period of employment offered immediately after an Employee's first twelve (12) months of service, in an area of work similar to the initial period of employment, will not be subject to a Probation period.
- 16.3 All actions of the relevant Delegates under this clause and applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures, except that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

17. Performance and Development

Building performance capability

- 17.1 The University strongly supports its Employees to achieve and maintain an effective level of performance at work. Employees are encouraged to undertake professional development and skills recognition activities to enable them to build performance capability and achieve University objectives. Employees are encouraged to participate in professional development activities, including development opportunities aimed at furthering the Employee's career and promotion prospects.
- 17.2 The University is committed to supporting its Employees to meet performance expectations and behavioural expectations as set out in relevant University policy.
- 17.3 The University may approve funding of professional development needs where these are agreed between the University and the Employee.

Participation

- 17.4 All Employees must participate in performance planning, feedback and review as provided under University policy. The University may also develop from time to time performance and development guidelines for any particular class of Employees. However, no amendment to those guidelines published later than three (3) months into the relevant twelve (12) month period shall have any adverse effect on an Employee's next incremental assessment.

Managing Unsatisfactory Performance and Behaviour

- 17.5 The University will take appropriate steps to identify and address performance and/or conduct-related issues as they arise.
- 17.6 Allegations of misconduct will be managed in accordance with Schedule 6 of this Agreement.
- 17.7 Unsatisfactory performance and behaviour will be managed in accordance with Schedule 7 of this Agreement and may include disciplinary action up to and including termination of employment.
- 17.8 If an Employee is not fully meeting and maintaining all performance expectations, the Employee's Manager will make reasonable attempts to assist the Employee to improve their performance.
- 17.9 If an Employee is not upholding behavioural expectations as set out in the University's Charter of Conduct and Values, the Employee's Manager will make reasonable attempts to assist the Employee to improve their behaviour.
- 17.10 The University will aim in the first instance to support the Employee to address the unsatisfactory performance and/or behaviour and identify areas where professional development may occur.
- 17.11 The University will observe the following principles when taking disciplinary action:

- (a) any performance process will be conducted according to the principles of equity, transparency and procedural fairness and will be aimed at supporting and improving performance;
- (b) identified issues relating to unsatisfactory performance and/or behaviour will be addressed as soon as practicable;
- (c) an Employee will be given advance notice of the purpose of any disciplinary meetings;
- (d) disciplinary meetings will be conducted in a private setting as far as possible;
- (e) all Employees are entitled to have a support person present during meetings and discussions regarding their performance and/or behaviour;
- (f) all Employees will be provided with a reasonable opportunity to respond to any allegations of unsatisfactory performance and behaviour; and
- (g) all discussions with Employees will be conducted in a respectful and courteous manner.

18. Salary Increases

- 18.1 Salaries will be increased in accordance with this clause 18 over the life of the Agreement.
- 18.2 Salaries will increase by 3.5% in the first full pay period following 1 January in the years 2023, 2024 and 2025.
- 18.3 Beginning from 1 January 2026, subject to clauses 18.4 and 18.5, salary increases for Employees will be the same as the percentage increase in CPI over the 12 months preceding the December Reference Quarter.
- 18.4 Where the CPI as a percentage over the 12 months preceding the December Reference Quarter is:
 - (a) less than 1.75%, a salary increase of 1.75% will be applied; or
 - (b) over 3.5%, a salary increase of 3.5% will be applied.
- 18.5 If the Commonwealth Government introduces a replacement Index during the life of this Agreement, the salary increase set out in clauses 18.3 and 18.4 will apply as if references to CPI are references to the new Index for the 12 months preceding the pay increase.
- 18.6 Salary increases will be applied and paid in the first full pay period following 1 January in each year.
- 18.7 Within two (2) full pay periods after this Agreement is approved by the FWC, the University will pay all ongoing and fixed term Employees engaged as:
 - (a) Professional Staff at UC level 7 or below, and
 - (b) Academic Staff at Level A,
 a one-off \$1,000 cost of living bonus.
- 18.8 The one-off cost of living bonus will not form part of Employee salaries as set out in Schedule 1.
- 18.9 In this Agreement:
 - (a) **"CPI"** means the ABS Consumer Price Index, All Groups, weighted average of eight capital cities (catalogue no 6401.0).

- (b) **"December Reference Quarter"** means the quarter ending on the 31 December that is a year and a day before the relevant 1 January.
- (c) **"Index"** means the index, calculated in accordance with the *Higher Education Support Act 2003* (Cth), as amended from time to time, for calculating the increase in discretionary funding received by the University under the Commonwealth Grants Scheme or its successor.

19. Salary Payments

- 19.1 The University will make fortnightly salary payments (in arrears) through electronic funds transfer. Casual Employees will be paid within twenty-two (22) calendar days of submission of a valid and complete claim for payment to the appropriate authorising officer of the University.
- 19.2 The University will permit pay in advance only in circumstances it deems exceptional or as otherwise provided for in this Agreement.
- 19.3 Recreation leave loading will not be payable as all salaries have incorporated this loading.

20. Overpayment of entitlements and recovery of outstanding debts

- 20.1 Where an Employee owes a debt or is overpaid an amount of salary or other remuneration, the University will notify the Employee who may authorise the University to deduct the amount of the overpayment or debt from the next available salary instalment. The University and the Employee may agree, in writing, on deduction by instalment to recover the overpayment or debt.
- 20.2 If no agreement is made within two (2) pay periods from notification of the overpayment or debt, the Employee authorises the University to deduct the debt through salary deduction;
 - (a) in full in the next available pay period in instances where the debt is up to 10% of the total salary instalment payable; or
 - (b) in instalments equivalent to 10% of the total salary instalments, from the next available pay period, until the debt is repaid.
- 20.3 The Employee authorises the University to deduct from their final pay, including any leave entitlements on cessation of employment, any overpayment balance remaining outstanding, or any debt owing. This applies whether or not the Employee and the University had previously agreed to deduction of the overpayment by instalment.
- 20.4 Where the overpayment or debt is discovered after cessation of employment or after payment of any final entitlements, the Employee must repay the amount to the University on receipt of an invoice from the University.
- 20.5 The Employee authorises the disclosure of their personal address and other personal information to enable the issuing of an invoice to the Employee and recovery of a debt or overpayment.

21. Salary Packaging

- 21.1 Employees of the University may opt to have salary converted to non-cash pre-tax benefits, consistent with University policy. Participation in salary packaging will not affect salary for superannuation or any other purpose.
- 21.2 Casual Employees may opt to have salary converted to superannuation, consistent with University policy.

22. Incremental Step Progression

- 22.1 Employees occupying positions whose classification attracts a salary range under this Agreement are eligible to progress by increment steps to the top of that salary range based on performance that meets the required standard.
- 22.2 Incremental step progression will occur on the 12 month anniversary of whichever of the following events has most recently occurred:
- (a) appointment; or
 - (b) reclassification or promotion; or
 - (c) the date the most recent incremental step progression came into effect.
- 22.3 Notwithstanding clause 22.2, an incremental step progression date may be adjusted to account for certain circumstances, including:
- (a) periods of unpaid leave of 3 months or longer (except where the unpaid leave is approved parental leave taken in accordance with clause 28);
 - (b) unapproved absences (except for the purpose of protected industrial action); or
 - (c) where the Employee's performance and/or behaviour has resulted in 'Disciplinary Action' in accordance with Stage 4 of either Schedule 6 or Schedule 7 of this Agreement.
- 22.4 Nothing in this clause prevents the University from paying multiple increment steps for outstanding performance in circumstances determined by the University.
- 22.5 An Employee who has reached the last step of their classification may apply for a high-performance allowance of between 2% and 4%, for performance that is above the required standard. This allowance is approved for the twelve (12) month period following the assessment, commencing from the first full pay period following 1 January. The University will only allocate a high-performance allowance following:
- (a) confirmation the Employee has an approved performance and development plan recorded in the University endorsed system;
 - (b) a recommendation by the Employee's Manager and endorsement by the relevant Executive Dean or Director;
 - (c) an assessment of the application by the central committee comprised of the University Executive; and
 - (d) consideration of whether the application of performance standards is fair and equitable.
- 22.6 Where an Employee is appointed to or acting in a higher classification, any entitlement to a high-performance allowance in accordance with this clause 22 will cease from the date the appointment takes effect.

23. Higher Duties Allowance

- 23.1 Employees who temporarily perform the duties of a higher classified position are entitled to be paid a higher duties allowance, subject to performing such duties for a period of at least:
- (a) five (5) consecutive working days for UC Levels 1-7; and
 - (b) ten (10) consecutive working days for Academic Staff, and UC Level 8 and above.

- 23.2 Higher duties allowance is not payable to an Employee when on periods of leave in excess of five (5) consecutive working days, where the period of acting is for a period of three (3) months or less.
- 23.3 An Employee who has been acting in a higher duty position for a continuous period in excess of twelve (12) months immediately preceding cessation of employment will receive payment of all entitlements on cessation of employment at the higher rate of pay.
- 23.4 For Professional Staff, higher duties allowance is not to be used instead of reclassification of substantive positions where a continuing requirement exists for the higher level duties, nor to meet regular seasonal or predictable fluctuations in work levels.

24. Superannuation

- 24.1 All new and existing Employees other than casuals will be entitled to receive employer superannuation contributions of 17%.
- 24.2 The University will make compulsory employer superannuation contributions for casuals as required by the applicable legislation.
- 24.3 Employees may nominate to have their superannuation contributions paid into any complying superannuation fund of their choice provided the fund meets all appropriate legislative requirements.
- 24.4 Employees who do not nominate a fund and do not have a stapled fund as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) will have their superannuation contributions paid into an account opened on their behalf with the University's default fund, UniSuper.
- 24.5 For new and existing Employees who are members of UniSuper's Defined Benefit Division and who have not yet made all contributions required to be made to the UniSuper Defined Benefit Division:
- (a) Despite clause 24.4, they may not choose an alternative superannuation fund unless all contributions required to be made to the UniSuper Defined Benefit Division have been paid; and
 - (b) The University will continue to pay their superannuation contributions to UniSuper's Defined Benefit Division regardless of whether the Employee has a stapled fund.

25. Breaks

- 25.1 Employees must not work for more than five (5) hours without an unpaid break of at least thirty (30) minutes.
- 25.2 Employees are entitled to a maximum ten (10) minute tea break each morning and afternoon.
- 25.3 Casual Employees will be allowed a maximum ten (10) minute tea break every three and a half hours (3.5) of continuous employment per day.

26. Holidays

- 26.1 All Employees are entitled to public holidays in accordance with section 115 of the Act. Where the University and the affected Employee agree, another day may be substituted for any public holiday.
- 26.2 The University will observe a holiday close-down period from 25 December until the commencement of the first working day following 1 January. Employees will not be required to take recreation leave over this period.

- 26.3 The University will observe a University break between 20 December and 20 January each year. Employees who have accrued more than four (4) weeks' leave as at 20 December will be required to acquit recreational leave between 20 December and 20 January, unless:
- (a) the Employee has been approved to take recreational leave of at least ten (10) days in the next twelve (12) months; and/or
 - (b) otherwise approved by the Manager in accordance with the instrument of delegations.
- 26.4 Public holidays occurring during periods of recreation leave will not be deducted from leave entitlements.

27. Recreation Leave

- 27.1 Employees (other than casuals) are entitled to recreation leave of twenty (20) working days per year, accrued on a daily basis. Part-time staff are entitled to recreation leave on a pro-rata basis.
- 27.2 Shiftworkers are entitled to an additional one (1) week's recreation leave in accordance with the NES, in recognition of the nature of shift work and the need to ensure the ongoing health and wellbeing of the University's shiftworkers.
- 27.3 Recreation leave will be taken at times approved by the University and must be approved by the staff member's Manager. The Manager will not unreasonably withhold approval for recreation leave. It is expected that staff will access their recreation leave within the year in which it is accrued. All staff are expected to plan recreation leave in accordance with workload allocation.
- 27.4 Where an Employee's recreational leave entitlement equals or exceeds six (6) working weeks, the Employee's Manager can direct the Employee to take at least two (2) working weeks of their recreational leave entitlement within a three (3) month period from the date of direction. The Manager must provide the Employee with at least eight (8) weeks' notice of the start date of such leave.
- 27.5 Further conditions and notice requirements for taking of recreation leave, including where leave can be taken at half pay or cashed out, are prescribed by University policy and amended from time to time.
- 27.6 If an Employee with personal leave credits is injured or becomes ill for two (2) or more consecutive days during a period of approved recreation leave, the days the Employee was ill or injured may be treated as personal leave instead of recreation leave, on the provision of a valid medical certificate by the Employee. In such circumstances, the Employee's recreation leave balances will be re-credited.
- 27.7 Clause 27.6 does not apply to Academic Staff or Employees on approved recreation leave immediately preceding retirement, resignation, redundancy, or other termination of employment.

28. Parental Leave

- 28.1 Employees (including casuals under section 67(2) of the Act) with at least twelve (12) months service at the time of commencing leave are entitled to various forms of parental leave as set out in the table below. Casual Employees and Employees with less than twelve (12) months service will receive pro rata paid parental leave.

Provision	Entitlement	Conditions
Primary carer leave	Up to thirty (30) weeks continuous leave taken within the thirty (30) week period that may start within six (6) weeks	Expectant birth is supported by a medical certificate. Must apply for paid parental leave not less than ten (10)

Provision	Entitlement	Conditions
	before the nominal expected birth date i.e. thirty (30) weeks leave on full pay or sixty (60) weeks on 50% of salary.	<p>weeks before the expected date of birth.</p> <p>Primary carer is expected to give four (4) weeks' notice of the start of paid parental leave.</p> <p>University may direct Employee to take leave within six (6) weeks of expected birth unless Employee provides medical evidence indicating otherwise.</p>
Surrogate paid leave (where Employee is acting as surrogate for the parents)	Up to twelve (12) weeks continuous leave taken within the eighteen (18) week period that may start within six (6) weeks before the nominal expected birth date and finishes twelve (12) weeks after delivery.	<p>Expectant birth is supported by a medical certificate.</p> <p>Surrogate is expected to give four (4) weeks' notice of the start of paid surrogate leave.</p> <p>University may direct Employee to take leave within six (6) weeks of expected birth unless Employee provides medical evidence indicating otherwise.</p>
Paid miscellaneous leave for antenatal purposes	One (1) day a month for each of the final three months of pregnancy.	Antenatal purposes.
Paid parental leave in the event of miscarriage/ stillbirth	Twelve (12) weeks.	<p>Pregnancy lasted at least twenty (20) weeks and ended in miscarriage or stillbirth.</p> <p>Medical certificate is required.</p>
Paid partner leave	Fifteen (15) days paid leave to be taken within the seven (7) week period which starts a week before the expected date of birth and concludes six (6) weeks after the birth.	A medical certificate attesting to the pregnancy is required.
Paid partner return to work	Fifteen (15) days at 50% fraction immediately following Paid Partner Leave	Partner returns to work immediately following paid partner leave at 50% fraction with 50% fraction paid as leave
Paid primary care-giver leave for partner	Eight (8) weeks paid leave immediately following the first twenty-two (22) weeks of any parental leave.	<p>Both parents are employed by the University. Combined paid leave for both partners may not exceed thirty (30) weeks.</p> <p>Only one (1) partner may be on paid primary care-giver leave at one time.</p>
Unpaid primary care-giver leave	Primary Care-giver: up to twenty-four (24) months minus	Parents, with four (4) weeks' notice, have one (1)

Provision	Entitlement	Conditions
	Paid Parental Leave (where both parents are employed by the University, the twenty-four (24) months can be shared between parents).	<p>opportunity to apply for an extension of unpaid leave; this leave will not be available to the parent after the child's second birthday.</p> <p>In all of these cases long service leave and recreational leave can replace some or all of the unpaid leave.</p>
Postnatal time release for full-time employees	Up to seven (7) hours paid leave spread across the working week for child related post-natal arrangements and/or for breastfeeding (in addition to regular paid breaks for breastfeeding). Not accruable or to be taken as whole days.	<p>Parent has returned to full-time work.</p> <p>Child is under two (2) years of age.</p>
Paid adoption/intended parent (surrogacy) leave (where employee is becoming a parent via adoption or a surrogacy arrangement)	<p>Primary care-giver: Up to twenty-four (24) weeks from date of placement, birth or custody plus up to two (2) days paid miscellaneous leave for interviews or examinations required by adoption procedure.</p> <p>Non-primary care-giver: paid partner leave plus up to two (2) days paid miscellaneous leave for interviews or examinations required by adoption procedure.</p>	<p>The child is under five (5) years of age at time of placement. Parent is employed by the University. Employee has statement from appropriate government authority about the adoption and/or surrogacy.</p> <p>Employee is expected to give eight (8) weeks' notice of the start of paid adoption/intended parent (surrogacy) leave</p>
Unpaid adoption/intended parent (surrogacy) leave/permanent care order (where employee is becoming a parent via adoption or a surrogacy arrangement)	A further continuous period of up to thirty-two (32) weeks leave without pay for primary care-giver.	At least eight (8) weeks' notice is required. Long service leave and recreation leave can replace some or all of the unpaid leave.

29. Personal Leave

- 29.1 Employees (other than casuals) will accrue twenty (20) working days per year of personal leave, accrued on a daily basis. Part-time Employees are entitled to personal leave on a pro-rata basis. In addition, on appointment, each new Employee will be credited with five (5) working days personal leave or pro-rata equivalent for part-time Employees.
- 29.2 Unused personal leave will not be paid out on termination of employment or under any other circumstances.

- 29.3 The University will recognise prior service for the purpose of transfer of personal leave credits with other publicly funded Australian Universities of up to twenty-five (25) days.
- 29.4 The University may require an Employee to undertake an independent medical examination by a Health Professional of the University's choosing and at the University's cost, where the University considers such a requirement appropriate. The University will give the Employee reasonable advance notice of such a requirement (normally two (2) weeks). A medical examination under this sub-clause 29.4 will not obviate the provisions set out in clause 38.
- 29.5 The University may consider granting paid personal leave in excess of those entitlements specified in this clause under exceptional circumstances.
- 29.6 Personal leave will be granted to Employees in the following circumstances:

Circumstance	Evidence required for absences of	Type of evidence required	Maximum allowable paid absence
Where an Employee is unfit to attend duty due to illness or injury or to attend a medical appointment.	Less than three (3) consecutive days.	Approved leave form.	Up to available credits, thereafter recreation leave or long service leave within available credits or leave without pay.
	Three (3) consecutive days or more. The University may require an Employee to provide a medical certificate in respect of absences for a lesser period where such a request is reasonable, given the nature and history of an Employee's pattern of absence from the work place.	Approved leave form and medical certificate from a Health Professional.	
For care of an immediate family member who is ill or injured, where an Employee has a caring responsibility. Employee may also apply for leave to deal with emergency situations or for compelling personal reasons.	Less than three (3) consecutive days.	Approved leave form.	Up to available credits, thereafter recreation leave or long service leave within available credits or leave without pay.
	Three (3) consecutive days or more.	Approved leave form and medical certificate from a Health Professional.	
Attendance at own graduation ceremony.	One (1) day or more.	Approved leave form and supporting evidence.	Up to two (2) days. Thereafter, recreation leave or long service leave within available credits or leave without pay.
Moving residence.	One (1) day or more.		

30. Long Service Leave

- 30.1 Eligible Employees are entitled to long service leave in accordance with the provisions of the long service leave legislation in the jurisdiction in which the Employee performs their work.
- 30.2 Where more beneficial to an eligible Employee than the provisions of the long service leave legislation in the jurisdiction in which the Employee performs their work, the Employee will accrue long service leave at the rate of six and a half (6.5) working days per year, calculated on a daily basis.
- 30.3 Casual Employees are entitled to long service leave in accordance with applicable legislation in the jurisdiction in which the Employee performs their work.
- 30.4 The University will recognise prior service with other publicly funded Australian Universities of up to ninety (90) days long service leave accrual, where the period between cessation of employment with the previous employer and commencement of employment with the University is two (2) months or less.
- 30.5 Where an Employee's break in service is four (4) months or less, prior service will count for the purpose of qualifying for long service leave, however long service leave credits will not accrue in this period between cessation and recommencement.
- 30.6 Long service leave credits do not accrue in respect of any period of leave without pay, unapproved absence, stand-down without pay or the period between employment contracts with the University.
- 30.7 If an Employee is ill during long service leave for a period of three (3) days, and provides a valid medical certificate, the period of certified illness will be treated as personal leave with long service leave being re-credited for the period. This does not apply to Employees in respect of long service leave taken immediately before retirement, resignation, redundancy or termination of employment.
- 30.8 Unless otherwise specified in this Agreement, where higher duties payment or other loading has been in force for at least twelve (12) months immediately before taking long service leave, that amount will be included in the calculation of salary while on long service leave.

Pro rata payment

- 30.9 Employees who have at least one (1) year's continuous employment, but less than the qualifying period of continuous employment or less than the qualifying period of a combination of continuous employment and recognised employment (i.e. at a recognised University), are entitled to pro rata payment instead of long service leave credits where they cease employment on the grounds of redundancy, retirement or death. In the case of death, the payment will be made to the Employee's legal representative.

31. Leave Without Pay

- 31.1 The University may grant leave without pay on application by an Employee and in accordance with University policy.
- 31.2 Leave without pay will not count as service for the purpose of calculating any leave entitlements.
- 31.3 Unless the Employee is accessing another form of leave under this Agreement or the National Employment Standards, the University may require the Employee take recreation and/or long service leave credits before commencing a period of leave without pay.
- 31.4 No payment will be made for a holiday falling within a period of leave without pay. In approving a period of leave without pay, the University will determine whether a public holiday occurring immediately before or immediately after the period of leave without pay will be paid or unpaid.

- 31.5 Periods of leave without pay for illness or injury that is supported by a medical certificate will be considered by the University on a case by case basis, subject to personal leave provisions and an application being submitted at the earliest opportunity.
- 31.6 No allowances will be paid during periods of leave without pay.
- 31.7 With the exception of illness resulting from pregnancy or childbirth, there is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay.

32. Gender Affirmation Leave

- 32.1 For this clause, gender affirmation refers to the process undertaken by an employee who has commenced or wishes to commence living as a member of another gender. Gender affirmation processes differ with each individual, but may include:
- (a) social affirmation (for example, changing the Employee's pronouns and/or name);
 - (b) medical affirmation (for example, surgery and/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures); and/or
 - (c) legal affirmation (for example, legally changing the Employee's name and/or gender marker on personal identification documents such as the Employee's passport, birth certificate, drivers' licence or banking documents).

Entitlement

- 32.2 Full-time Employees undergoing gender affirmation are eligible for sixty (60) days' paid gender affirmation leave.
- 32.3 A part-time employee is entitled to paid gender affirmation leave on a pro-rata basis.
- 32.4 Casual employees are not entitled to paid gender affirmation leave.
- 32.5 An Employee's paid gender affirmation leave entitlement will be available in full on commencement of employment. Subject to the notice and evidence requirements set out in clauses 32.10 and 32.11 below, the leave is available to be taken any time during the employment, noting it does not accrue from year to year and cannot be cashed out on termination of employment.
- 32.6 An Employee's gender affirmation leave may be taken as consecutive, single or part days, as required, provided that an Employee must take a minimum of two (2) hours' on any occasion they access gender affirmation leave.
- 32.7 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete medical affirmation, they may take paid or unpaid personal leave in accordance with clause 29.
- 32.8 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete social or legal affirmation processes, they may use accrued recreational leave in accordance with clause 27, long service leave (if eligible) in accordance with clause 30, or may access leave without pay in accordance with clause 31.
- 32.9 Periods of paid gender affirmation leave will count as service for all purposes.

Notice and evidence requirements

- 32.10 Consistent with general leave principles, an Employee should discuss the Employee's intention to take gender affirmation leave with their Manager as soon as practicable. When seeking to access gender affirmation leave, the Employee must:

- (a) provide an approved leave form; and
- (b) provide evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include:
 - (i) a medical certificate or letter from the Employee's registered health practitioner (required when leave is to be taken for medical affirmation purposes); or
 - (ii) a document issued by a lawyer; or
 - (iii) a relevant document issued by a State, Territory or Federal government organisation; or
 - (iv) a statutory declaration.

32.11 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.

33. Miscellaneous Leave

33.1 Miscellaneous leave will be granted at the Employee's substantive rate of pay in the following circumstances:

- (a) on the death or life-threatening/serious injury of an immediate family member, partner or person dependent on the Employee for care and support (up to three (3) days per occasion);
- (b) for jury service;
- (c) for attendance as a witness in industrial proceedings that directly affect the University;
- (d) for volunteering to donate blood;
- (e) for antenatal and postnatal purposes as outlined in clause 28.1;
- (f) for participation in state emergency services activities or to assist in state of emergency situations such as bushfire, flood and earthquake as a member of a relevant voluntary organisation; or
- (g) other circumstances as approved on a case-by-case basis as determined by the Delegate.

33.2 In circumstances where an Employee (including casual Employees) is experiencing domestic/family violence and/or abuse, the University is committed to providing support to the Employee in the following ways:

- (a) the Employee's personal circumstances will be kept confidential, with no information kept on an Employee's personnel file without their express permission;
- (b) up to fifteen (15) days leave will be made available under this clause for associated time off such as medical appointments, legal proceedings, seeking safe housing and other such events;
- (c) an Employee can make an application for special consideration of additional leave to be determined by the individual's situation through consultation with the CPO; and
- (d) protocols will be maintained to support Employees who experience domestic/family violence, including: changes to hours of work; relocation to another position or physical location where possible; changes to work contact details (phone, email etc.); and other arrangements as needed.

34. Aboriginal and Torres Strait Islander Cultural Leave

- 34.1 The University acknowledges that participation of Employees in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people as Employees. In order to fulfil Aboriginal and Torres Strait Islander cultural responsibilities, the University supports fixed-term, continuing, and contingent continuing Aboriginal or Torres Strait Islander Employees by providing ten (10) days paid Aboriginal and Torres Strait Islander Cultural leave annually (in addition to other leave provisions), for the purposes of:
- (a) bereavement leave for an immediate family member (inclusive of traditional kinship relationships of equivalent significance);
 - (b) participating in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week;
 - (c) fulfilling ceremonial obligations of a traditional or urban nature and may include initiation, birthing and naming, funerals, smoking or cleansing, and sacred site or land ceremonies or other relevant cultural events;
 - (d) other compassionate or appropriate grounds as determined by the Delegate; and
 - (e) undertaking travel to attend and return from any of the circumstances set out above.
- 34.2 Applications for personal leave for the purpose of attending a significant cultural event in accordance with clause 34.1 should be submitted four (4) weeks' prior to leave (unless it is for an emergency cultural event or obligation, such as a funeral) to allow the Employee's work area to make appropriate staffing arrangements to cover the absence if necessary. The leave entitlements outlined in clause 34.1 do not carry into the next calendar year.

35. First Aid and Fire Warden Allowance

- 35.1 An Employee who is appointed as a first aid officer or a fire warden will be paid a fortnightly allowance as follows:

Level	Allowance
First Aid Level 2 (Senior); or First Aid Level 3 (Advanced).	\$768.20 per annum.
Occupational First Aid Certificate; or Registered Nurse.	\$896.14 per annum.
Fire warden	\$768.20 per annum.

- 35.2 Entitlement to the first aid allowance will lapse when an Employee does not maintain the currency of the qualification as required by the accrediting authority or if the University informs an Employee in writing that the Employee is no longer required to be available to perform first aid.
- 35.3 Entitlement to the fire warden allowance will lapse when an Employee does not maintain the currency of warden training as required by the University; the Employee informs the University that they no longer wish to be a fire warden; or when the University informs an Employee in writing that the Employee is no longer required to be available to perform fire warden duties.

- 35.4 Any first aid or fire warden allowance is not payable during any periods of leave without pay, unapproved absence or any other leave where such leave is for a continuous period in excess of three (3) months.
- 35.5 Where an employee has an approved flexible working arrangement under which they will work from home, their first aid or fire warden allowance will be reduced on a pro-rata basis. The University may, at its discretion, rescind the Employee's appointment as a first aid officer or fire warden if the University considers that the Employee's flexible work arrangement is incompatible with performance of their duties as a first aid officer or fire warden.
- 35.6 Any first aid or fire warden allowance will be deducted pro rata for each day that an Employee has elected to work from home under an approved flexible working arrangement.
- 35.7 An Employee may not hold first aid officer and fire warden appointments concurrently.
- 35.8 First aid and fire warden allowances will be increased in accordance with the salary increases payable under this Agreement.
- 36. Loss or Damage to Personal Effects**
- 36.1 Employees will be reimbursed for the reasonable cost of repair or replacement of the Employee's personal effects lost or damaged due to lack of reasonable care by the University or other Employees in the performance of their duties.
- 37. Voluntary Early Retirement**
- 37.1 The University may, at its discretion, offer voluntary early retirement to an Employee or specific groups of Employees where:
- (a) such Employees are invited to apply for early retirement under the benefits of the scheme. The University has the discretion to decide whether or not it will approve any application for early retirement having regard to the operational requirements of the University; and
 - (b) the benefits payable to an Employee whose application for early retirement is approved will be a lump sum of a minimum of two (2) weeks' salary for each year of continuous service, with a maximum payment of fifty-two (52) weeks' salary. This benefit is additional to other entitlements on retirement.
- 37.2 The University may offer an Employee early retirement, in accordance with a scheme approved by the commissioner of taxation, by agreement.
- 38. Ill Health Separation**
- 38.1 The University is committed to the effective management of ill and injured Employees. The University is focused on supporting ill and injured Employees with managing their medical conditions and facilitating their return to work to at the earliest opportunity.
- 38.2 The University may require an Employee whose capacity to perform their regular duties is in doubt to undergo a medical examination, at the University's expense, where the Employee's health:
- (a) may be affecting, or has affected, the Employee's work performance or conduct;
 - (b) has caused, or may cause, the Employee to have an extended absence from work; or
 - (c) has caused or may present a workplace health and safety concern to themselves, other Employees, students or members of the public.
- 38.3 Where the University arranges for the Employee to attend a medical practitioner of its choice, the University will notify the Employee (usually four (4) weeks' notice) with the time and place of the

appointment, the purpose of the appointment and the reason for the appointment. The University will make available a copy of the report of that examination.

- 38.4 Where the Employee applies to the Employee's superannuation fund, before the expiry of the period of notice, for invalidity retirement or temporary incapacity benefit pursuant to the rules of the superannuation fund the requirement for a medical examination will lapse.
- 38.5 Where the superannuation fund decides that the Employee is capable of resuming work and the University disputes that decision, the University may proceed in accordance with this clause 38 without further notice.
- 38.6 If the medical report reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may, subject to the review procedure set out in clauses 38.7 to 38.10 below, terminate the employment of the Employee with notice as provided in this Agreement. The University will provide the Employee an opportunity to respond to any proposed action it may take including providing the opportunity for the Employee to resign the employment.
- 38.7 If within ten (10) working days of the report being made available, and if the Employee or their Chosen Representative so requests, the University will not terminate the employment of the Employee until the findings of the medical report are confirmed by an AHPRA registered independent Health Professional in consultation with the University and the Employee's Chosen Representative. For clarity, any costs associated with this sub-clause 38.7 will be borne by the University.
- 38.8 In making an assessment as to whether or not an Employee is unable to perform their duties and is unlikely to resume them within a reasonable period, the independent Health Professional will as far as possible apply the same standards as are used by the Employee's superannuation scheme.
- 38.9 The University may construe a failure by an Employee to undergo a medical examination in accordance with this clause as prima facie evidence that such a medical examination would have found that the Employee was unable to perform their duties and was unlikely to be able to resume them within twelve (12) months, and may act accordingly provided that such a refusal by an Employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 38.10 Nothing in this clause 38 excludes the operation of section 352 of the Act or regulation 3.01 of the Regulations.

39. Redeployment in circumstances of redundancy

- 39.1 The University recognises the importance of redeployment. Before an Employee is terminated for redundancy under clauses 50 or 62, the University will make all reasonable efforts to redeploy an Employee.
- 39.2 Nothing in this clause requires an Employee to first seek redeployment before being offered the opportunity to elect a redundancy.
- 39.3 Nothing in this clause prevents the University from directing an excess Employee to transfer to a suitable alternative position if appropriate in all the circumstances.

Placement Period

- 39.4 An Employee who:
- (a) Is a Professional Employee and expresses interest for redeployment opportunities under clause 62.4; or
 - (b) Is an Academic Employee and is given notice of termination under clause 50.5;

will undergo an eight (8) week placement period with the University to determine if any opportunities for redeployment to a suitable alternative position exist.

- 39.5 A suitable alternative position means a position which it is reasonable to redeploy the Employee to taking into account the Employee's circumstances, and has substantially the same duties and classification level as the redundant position and for which the Employee currently possesses the skills and experience (or could reasonably be expected to develop the required skills within a limited period) to satisfactorily perform the duties of the position.
- 39.6 Where there is no suitable alternative position, an Employee may seek or the University may offer redeployment into an alternative vacant position, including positions at different levels, during the eight (8) week placement period. The University will not presume that the Employee will refuse a position at a lower level.
- 39.7 If the Employee can perform the duties in the position description for either a suitable alternative position or an alternative vacant position, or could be expected to perform those duties with appropriate training within a reasonable timeframe, they will be appointed to the position.
- 39.8 During the eight (8) week placement period, the Employee or their representative may request the University consider an alternative measure. The University will not unreasonably refuse to implement the request. Examples of reasonable grounds to refuse to implement the request include:
- (a) The proposal does not meet the operational needs of the University;
 - (b) The proposal would be too costly for the University;
 - (c) There is no capacity to change the working arrangements of other Employees to accommodate the Employee's proposal;
 - (d) It would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the proposal;
 - (e) The proposal would be likely to result in a significant loss in efficiency or productivity;
 - (f) The proposal would be likely to have a significant negative impact on the University's operations or services.
- 39.9 Nothing in this clause prevents the Employee or their representative requesting an alternative measure prior to the placement period commencing, including during Consultation.
- 39.10 An Employee who agrees to be redeployed into a position at a level lower than their previous salary level, or smaller fraction of employment on a continuing basis, will receive salary maintenance at their previous rate of pay or employment fraction for a period of six (6) months. Following this period, the Employee will be paid at the top step of the level, or the smaller employment fraction for the position into which they have been redeployed. Subject to the rules of the relevant superannuation fund and the Employee electing to maintain Employee contributions, employer superannuation contributions will be maintained at the classification level and fraction that would have been paid if the redeployment had not occurred.

After the placement period

- (a) For Professional Employees who are:
 - (i) not redeployed during the Placement Period in this clause, the process in clause 62.6 will be applied;

- (ii) redeployed to a position at a level lower than their previous salary level, or a smaller fraction of employment on a continuing basis, the process in clause 39.10 will be applied.

- (b) For Academic Employees who are not redeployed during the Placement Period, the process in clauses 50.6 to 50.8 will be applied.

40. Suspension

- 40.1 The University may suspend an Employee with or without pay in circumstances where the Employee is alleged to have engaged in Misconduct, including Serious Misconduct.
- 40.2 The University will notify the Employee of the suspension in writing, including the grounds for suspension and requirements relating to access to the workplace, systems and facilities.
- 40.3 During any period of suspension, the Employee may be excluded from the University and denied access to University systems and facilities. Where necessary, the Employee will be permitted reasonable access to the University's systems and facilities for the preparation of his/her case and to collect personal property.

41. Termination of Employment - Notice

- 41.1 Any termination of employment at the initiative of the University will be in accordance with the terms of this Agreement.
- 41.2 The period of notice to terminate the employment of Academic Staff is three (3) months' notice, or the payment of equivalent salary instead of notice.
- 41.3 The period of notice to terminate the employment of Professional Staff is set out in the table below. The University may pay the equivalent salary instead of notice;

Period of Continuous Service	Notice
3 years or less.	2 weeks.
More than 3 years but not more than 5 years.	3 weeks.
More than 5 years.	4 weeks.
Notice is increased by 1 week for an Employee over 45 years of age with at least 2 years continuous service.	

42. Handling Serious Misconduct

- 42.1 Where an Employee is alleged to have engaged in Serious Misconduct within the meaning of section 12 of the Act and regulation 1.07 of the Regulations the matter will be referred to the CPO.
- 42.2 The CPO will notify the Employee in writing and in sufficient detail to enable the Employee to understand any allegations and to properly consider and respond within ten (10) working days.
- 42.3 The CPO will convene an independent panel of review. The independent panel of review will consist of: an independent chair experienced in matters of Serious Misconduct, nominated by the Vice-Chancellor, who shall not be an Employee of the University, but shall be experienced in investigating findings of fact; a Vice-Chancellor appointee; and an NTEU appointee.
- 42.4 The independent chair will be nominated by the Vice-Chancellor after consultation with the NTEU from a list agreed from time to time.

- 42.5 The independent panel of review will conduct their investigations and provide to the Vice-Chancellor findings of fact only.
- 42.6 Based on the report of the independent panel of review and any other relevant information provided by the CPO, the Vice-Chancellor will determine whether the employment will or will not be terminated.
- 42.7 If the Vice-Chancellor terminates the Employee for Serious Misconduct, the termination takes effect immediately and without notice or payment in lieu.

PART C: ACADEMIC STAFF

43. Minimum Standards for Academic Levels

- 43.1 The minimum standards for academic levels for full-time and part-time Academic Staff are set out in Schedule 4.

44. Casual Academic Staff

- 44.1 The following employment conditions apply to casual Academic Staff:
- (a) casual Academic Staff may have their employment terminated by the University on giving one (1) weeks' notice or payment instead of notice, calculated on average weekly hours over the Teaching Period;
 - (b) casual Academic Staff will be given access to a desk, a mail box, electronic communication and photocopy facilities where these items are necessary for the efficient performance of duties; and
 - (c) casual Academic Staff are not authorised to convene graduate courses.
- 44.2 Casual Academic Staff are not entitled to recreational leave or personal leave under this Agreement.

Incidence of employment

- 44.3 The rates paid to casual Academic Staff will be according to incidence of duties performed and are derived from the formulae in the following tables. Actual rates are contained in Schedule 2 to this Agreement.

Casual lecturing

- 44.4 A lecture includes the provision of education activities to a large group of students including teaching via equivalent modes of delivery to 'face to face' and of equivalent duration such as flexible, intensive, blended learning and via on-line/distance education media. A lecture provides students with an overview of essential knowledge and typically includes formal structured presentations.
- 44.5 Casual Academic Staff required to provide a lecture (or equivalent delivery through other than face-to-face teaching modes) of a specified duration as well as directly associated non-lecture duties in the nature of preparation, Contemporaneous Marking and student consultation will be paid at a rate for each hour of lecture delivered according to the following table.

Rate	Incidence	Base Rate formula
Rate A.	Basic lecture <ul style="list-style-type: none">one (1) hour of delivery andtwo (2) hours of associated working time.	AA x 3.
Rate B.	Developed lecture <ul style="list-style-type: none">one (1) hour of delivery andthree (3) hours of associated working time.	AA x4.
Rate C.	Specialised lecture (Distinguished Scholar) <ul style="list-style-type: none">one (1) hour of delivery andfour (4) hours of associated working time.	AA x5.

Rate	Incidence	Base Rate formula
Rate D.	Repeat lecture (within the same Teaching Period) <ul style="list-style-type: none"> one (1) hour of delivery and one (1) hour of associated working time. 	AA x2.

Casual tutoring

44.6 A tutorial includes the provision of education activities to a smaller 'discussion based' group of students enrolled in a particular unit. Tutorials are usually less formal than a lecture and may include teaching via equivalent modes of delivery to 'face to face' such as flexible, intensive, blended learning and via on-line/distance education media. Tutorials may be structured to provide and discuss learning activities that support the content of a lecture, other aspects of the unit of study or be more free-flowing enabling collaboration between student peers. Tutorials involve a much higher level of interaction than a lecture.

44.7 Casual Academic Staff required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching modes) of a specified duration as well as directly associated non-tutorial duties in the nature of preparation, Contemporaneous Marking and student consultation will be paid at a rate for each hour of tutorial delivered according to the following table.

Rate	Incidence	Base Rate formula
Rate E.	Tutorial <ul style="list-style-type: none"> one (1) hour of delivery and two (2) hours of associated working time. 	CC x 3.
Rate F.	Repeat tutorial (within the same Teaching Period) <ul style="list-style-type: none"> one (1) hour of delivery and one (1) hour of associated working time. 	CC x 2.
Rate G.	Tutorial (unit coordinator and/or PhD qualification held) <ul style="list-style-type: none"> one (1) hour of delivery and two (2) hours of associated working time. 	BB x 3.
Rate H.	Repeat tutorial (unit coordinator and/or PhD qualification held, and within the same Teaching Period) <ul style="list-style-type: none"> one (1) hour of delivery and one (1) hour of associated working time. 	BB x 2.

Casual marking

44.8 Except in the case of Contemporaneous Marking, all marking requested to be undertaken by the University that forms part of the formal assessment for the unit or course will be paid for at the prescribed marking rate.

Rate	Incidence	Base Rate formula
Rate M.	Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an Academic Level B.	AA x 1.
Rate N.	Standard marking.	CC x 1.
Rate O.	Standard marking in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	BB x 1.

Other required academic activities

Rate	Incidence	Base Rate formula
Rate P.	<p>Other required academic activities include other work that is required to be performed by casual Academic Staff, including but not limited to:</p> <ul style="list-style-type: none"> • access to three (3) hours of paid professional development per annum to staff employed to deliver twelve (12) or more hours of teaching (lectures / tutorial) in a single Teaching Period. This will include one (1) hour of induction and two (2) hours of teaching and learning best practice and scholarship; • the conduct of practical classes, demonstrations, workshops, student field excursions; • the conduct of clinical sessions other than clinical nurse education; • the conduct of performance or visual art studio sessions; • musical coaching, repertoireship, musical accompanying other than with special educational service; • development of teaching and unit materials such as the preparation of unit guides, reading lists and basic activities associated with unit coordination; • consultation with students beyond that normally expected of the appropriate rate; • supervision of postgraduate students; • attendance at departmental and/or faculty meetings as required; and • policy familiarisation or orientation 	CC x 1.
Rate Q	As per Rate P but where the casual Academic Staff holds a relevant doctoral qualification or is performing full unit coordination duties.	BB x 1

Base rates

44.9 The following base rates are used as the foundation for the casual academic pay rate formulae:

Base Rate	Formula
AA.	$\frac{\text{Level B Step 2}}{365.25} \times \frac{7}{37.5} + 25\%$
BB.	$\frac{\text{Level A Step 6}}{365.25} \times \frac{7}{37.5} + 25\%$
CC.	$\frac{\text{Level A Step 2}}{365.25} \times \frac{7}{37.5} + 25\%$

Full unit coordination

44.10 'Full unit coordination' normally includes most or all of the following:

- (a) oversight of the content of all teaching delivered in the unit, including lectures, tutorials and workshops;
- (b) coordination of the work of any other staff involved in the unit;
- (c) allocation of staff to tutorials and/or lectures;
- (d) maintenance of class lists;
- (e) compilation and moderation of results; and
- (f) oversight of the preparation and distribution of information for students.

45. Academic Freedom and Freedom of Speech

45.1 Subject to the limitations in 45.2, the exercise of Academic Freedom does not constitute Misconduct or Serious Misconduct.

45.2 The University is committed to the promotion and protection of Academic Freedom. Academic staff at the University are free to engage in critical enquiry, scholarly endeavour, creative endeavour and public discourse in relation to their subjects of study and research and to enjoy Academic Freedom subject only to prohibitions, restrictions or conditions:

- (a) imposed by law;
- (b) imposed by the reasonable and proportionate regulation necessary to the discharge of the University's teaching and research activities, and by the establishment of scholarly standards for disputes that are conducive to the University's core mission of the advancement of knowledge;
- (c) imposed by the reasonable and proportionate regulation necessary to enable the University to give effect to its legal duties;
- (d) imposed by the University by way of its reasonable requirements as to the courses to be delivered and the content and means of their delivery; and

- (e) imposed by the reasonable and proportionate regulation necessary to discharge the University's duty to foster the wellbeing of students and staff. The duty to foster the wellbeing of students and staff:
 - (i) includes the duty to ensure that no member of staff and no student suffers unfair disadvantage or unfair adverse discrimination on any basis recognised at law including race, gender, sexuality, religion and political belief;
 - (ii) includes the duty to ensure that no member of staff and no student is subject to threatening or intimidating behaviour by another person or persons on account of anything they have said or proposed to say in exercising their freedom of speech;
 - (iii) supports reasonable and proportionate measures to prevent any person from using lawful speech which a reasonable person would regard, in the circumstances, as likely to humiliate or intimidate other persons and which is intended to have either or both of those effects;
 - (iv) does not extend to a duty to protect any person from feeling offended or shocked or insulted by the lawful speech of another.
- 45.3 The University is committed to the right of all staff at the University to enjoy freedom of speech exercised on University land or in connection with the University. Freedom of speech is subject only to restraints or burdens imposed by:
- (a) law, including those laws that protect individuals from being humiliated or intimidated;
 - (b) the reasonable and proportionate regulation necessary to the discharge of the University's teaching and research activities;
 - (c) the right and freedom of others to express themselves and to hear and receive information and opinions, recognising that all members of the University community have the freedom to express their respective views;
 - (d) the reasonable and proportionate regulation of conduct to enable the University to fulfill its duty to foster the wellbeing of students and staff, including measures to mitigate risks to their safety; and
 - (e) the reasonable and proportionate regulation of conduct necessary to enable the University to give effect to its legal duties including its duties to visitors to the University.
- 45.4 Subject to reasonable and proportionate regulation of the kind referred to above, a person's lawful speech on the University's land or in or in connection with a University activity shall not constitute misconduct nor attract any penalty or other adverse action by reference only to its content; nor shall the freedom of academic staff to make lawful public comment on any issue in their personal capacities be subject to constraint imposed by reason of their employment by the University. Where multiple conflicting views exist in the lawful exercise of freedom of speech, the University's duty to foster the wellbeing of students and staff will be used as a guiding principle in deciding on an organisational response.
- 45.5 In entering into affiliations, collaborative or contractual arrangements with third parties and in accepting donations from third parties subject to conditions, the University shall take all reasonable steps to minimise the restrictions or burdens imposed by such arrangements or conditions on the freedom of speech or Academic Freedom of any member of the Academic Staff carrying on research or study under such arrangements or subject to such conditions.
- 45.6 Consistent with this clause, the University may take reasonable and proportionate steps to ensure that all prospective students in any of its courses have an opportunity to be fully informed of the

content of those courses. They are not precluded from including content solely on the ground that it may offend or shock any student or class of students.

46. Academic Workload

- 46.1 Unless stated otherwise, Executive Deans are responsible for allocating academic workloads in accordance with this clause 46. For the avoidance of doubt, this clause 46 does not apply to casual or sessional Academic Staff.

Principles

- 46.2 The Executive Dean will ensure that workload allocations and the supporting guidelines are governed by the principles of:
- (a) each faculty's operational needs;
 - (b) fairness and transparency;
 - (c) enabling workload monitoring; and
 - (d) consideration of individual circumstances such as family responsibilities.

Guidelines

- 46.3 In addition to clause 46.4 the University will ensure that:
- (a) each Academic staff is covered by a workload guideline;
 - (b) each Academic staff can readily ascertain the guideline which applies to their workload allocation;
 - (c) the guidelines provide sufficient time for Academic staff to perform their required duties within an average working week;
 - (d) the guidelines are determined following consideration of the views of affected Academic Staff; and
 - (e) the guidelines are reviewed and amended as necessary before the commencement of the new calendar year.

Workload Allocation

- 46.4 The Executive Dean will develop workload guidelines for the allocation of academic work in each faculty (or equivalent) with affected Employees. In doing so, the Executive Dean will oversee allocation of individual workloads having regard to:
- (a) workload allocation commensurate with the individual's level of appointment and performance required as set out in the University Policy - Performance Expectations for Academic Staff (PEAS);
 - (b) flexibility in order to accommodate changing academic demands and strategic and operational priorities as well as fairness, equity and consistent and transparent implementation for an individual Employee;
 - (c) the assigned student load in each unit as determined by the University;
 - (d) an appropriate allowance for online, blended, flexible, intensive and other modes of teaching delivery;

- (e) sufficient time for an Employee to establish or re-establish expertise in accordance with the PEAS; and
- (f) the most efficient manner in consideration of the student success and Employee well-being.

46.5 A full-time Academic Workload allocation spans the whole year on a basis of an annual availability of 1700 hours as follows:

- (a) a full-time workload of fifty-two (52 weeks) (1950 hours);
- (b) four (4) weeks of annual leave (150 hours);
- (c) holidays in accordance with clause 26 (100 hours);
- (d) the workload hours of 1700 hours assumes a full-time Employee will take four (4) weeks recreation leave within the relevant year;
- (e) pro-rata for part-time Employees; and
- (f) workloads will be adjusted on a pro-rata basis in appropriate circumstances such as significant periods of absences from the workplace not accounted for in workload allocation.

46.6 The annual available 1700 hours will be on the basis of workload allocation able to be achieved in a reasonable working week averaged to thirty-seven and one half (37.5) hours.

46.7 Unless otherwise agreed, the following workload allocations are applicable:

Available Hours (Full-time)	Education Focused (EF) (hours)	Education Research (ER) (hours)	Research Focused (RF) (hours)
Annual availability	1700	1700	1700
Minimum annual allocation for professional development (pursuant to clause 46.10)	40	40	40
Minimum annual allocation for reflective practice, review, reporting and analysis of analytics	35	35	35
Maximum annual teaching allocation (pursuant to clause 46.8)	550	288	75
Allocation for research and other academic activities including teaching related activity (see 46.7(a) for first year of employment)	1075	1337	1550

- (a) In addition to the table at clause 46.7, the first year of employment at UC includes an allocation for:

Available Hours (Full-time)	Education Focused (EF) (hours)	Education Research (ER) (hours)	Research Focused (RF) (hours)
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Familiarisation with systems, process and on-boarding	35	35	35
The allocation for research and other academic activities including teaching related activity is therefore reduced during the 1st year of employment	1040	1300	1515

- (b) unless otherwise agreed, the distribution of the annualised individual teaching workload will not exceed eleven (11) hours per week for ER staff or fifteen (15) hours for EF staff per week;
- (c) EF and ER staff members must be offered a period of no less than 8 consecutive weeks in any 12 month period to undertake work that does not include any requirement for teaching as defined in clause 46.8. Where a period of approved leave falls within the 8 consecutive week period, the approved period of leave will neither break nor count towards the 8 week period and the 8 weeks will be extended by the amount of approved leave.
- (d) allocation of hours for online delivery will be considered for equivalency of face to face delivery; and
- (e) teaching prior to 8:00am, after 9:30pm, and on weekends, will only be allocated with the agreement of the Employee.

Guide for Teaching and Teaching Related Activity

- 46.8 Teaching (face to face equivalents) includes, but is not limited to, the provision of education activities such as: lectures, tutorials, honours supervision, laboratory classes, design studios, seminars, demonstrations, clinical/ practicum sessions, on/ offshore fieldwork and includes teaching via equivalent modes of delivery and of equivalent duration such as flexible, intensive, blended learning and via on-line/ distance education media.
- 46.9 Teaching-related activity refers to essential activities that do not count towards the annual number of hours allocated to teaching and 'face to face' equivalents. These activities include, but are not limited to, monitoring, reviewing and improving unit and course performance including the use of data analytics, unit and course coordination, marking, student consultation, preparation, curriculum and materials development.
- 46.10 Professional development will be determined by reference to the Employee's personal development plan and the Performance Framework and must be approved by the Employee's Manager. The personal development plan will be recorded in the University endorsed system by the Employee.

Off-shore work

- 46.11 Off-shore work will only be allocated with the agreement of the affected Employee, unless a contract of employment contains an obligation to perform off-shore work. When off-shore work is proposed, the Employee may seek the assistance of his or her supervisor in addressing any issues of concern raised by the Employee about off-shore work, including the Employee's family responsibilities.
- 46.12 Academic Staff working off-shore for the University will continue to be employed as Academic Staff of the University, with full rights and obligations under this Agreement and University policies.

Workload Review Process

- 46.13 An Academic Staff member who is dissatisfied with their workload allocation may utilise the following review process:

- (a) the Academic Staff member shall initially raise the issue with their direct Manager;
- (b) if the Academic Staff member remains dissatisfied with the outcome of the discussion with their direct Manager, they may raise their concerns with the relevant Head of School/Executive Dean (or nominee) to request a further review of their workload allocation; and
- (c) if following completion of the process prescribed by this clause the Academic Staff member's concerns remain unresolved, the Academic Staff member may utilise the dispute resolution procedure set out in clause 9 of this Agreement.

46.14 At any stage of the review of workload allocation the Academic Staff member may be accompanied by the Union or their chosen Representative.

47. Academic Availability

- 47.1 It is recognised that, depending upon teaching, research and professional commitments, Academic Staff may at times work from home or at alternate work locations. Academic Staff need to be aware that their absence from campus may have an impact on their colleagues, students, and School or Research Institute initiatives and responsibilities.
- 47.2 Academic Staff who are on duty but off campus must remain accessible and must wherever practicable give the Executive Dean (or their nominee) contact details, particularly if the Employee is not at their normal address.
- 47.3 Absences from duty must be covered by an approved leave application in accordance with this Agreement and relevant University policy.
- 47.4 Academic Staff must be available to students for consultation either on campus during teaching, study and examination periods or for off-campus teaching, via telephone and/or email. Student consultation times will be agreed with the Executive Dean (or nominee) and will be notified to students at the commencement of each semester. A notice must be placed either on the Academic Staff member's office door, the learning management system and/or on an approved University web site displaying these times and be consistent with the Academic Staff member's mode of teaching.
- 47.5 Because of the diversity of academic work and noting that there are no standard hours during which such work would normally be performed, the parties recognise the principle of Academic Staff being able to self-manage responsibly the distribution of work time. Reasonable campus attendance requirements may be negotiated with staff to ensure the requirements under this clause, and other workload matters are adequately addressed.
- 47.6 Where a conflict arises over an Academic Staff member's availability, the Employee may raise such a grievance in accordance with the provisions of this Agreement.
- 47.7 Nothing in this clause removes the right of the University to set the manner in which a course or unit is delivered.

48. Academic Supervisor

- 48.1 The Executive Dean will appoint a supervisor to supervise an Academic Staff member (the 'Academic Supervisor').
- 48.2 An Academic Supervisor supports, guides and mentors an Academic Staff member to develop and successfully implement a personal development plan that relates to the performance framework. The personal development plan must be approved by the Academic Staff member's Manager.
- 48.3 The Academic Supervisor will be at least one (1) level above the Employee they are supervising, based on the standards described in Schedule 4- Minimum Standards for Academic Levels, except that:

- (a) the Academic Supervisor of a staff member employed under Schedule 8 - Contingent Continuing Assistant Professors of this Agreement will be at least an Associate Professor; and
 - (b) an Academic Staff member employed at Level E - Professor will be appointed an Academic Supervisor who is no lower than Professor, and where possible, the Academic Supervisor for a Professor will have greater years' experience as a Level E - Professor than the staff member they supervise.
- 48.4 Where possible, the Academic Supervisor will be a member of the same faculty or University research centre in which the Academic Staff member is employed. In circumstances where there is no suitable Academic Supervisor within the academic unit, the Deputy Vice-Chancellor may appoint an Academic Supervisor from another academic unit in the University or from another University.
- 48.5 If an Academic Staff member is dissatisfied with the appointment of their Academic Supervisor, they may request a review of the decision. The Deputy Vice-Chancellor will conduct the review, where possible. The Deputy Vice-Chancellor's review will be undertaken in an expeditious manner, taking into account all relevant information made available to them. The Deputy Vice-Chancellor's decision following their review will be final.
- 49. Resignation - Academic Staff**
 - 49.1 Continuing and contingent continuing Academic Staff may resign from their employment by giving at least three (3) months' notice.
 - 49.2 Fixed-term Academic Staff may resign by giving at least one (1) months' notice.
 - 49.3 The University may agree to a shorter notice period. If an Employee does not serve the full notice period, the University may deduct from the Employee's final salary an amount equivalent to the shortfall in written notice.
- 50. Redundancy - Academic Staff**
 - 50.1 In circumstances where the University determines that an Academic Staff member's position has become, or is likely to become, excess to the University's requirements for reasons of an economic, technological, structural or similar nature, the University will inform the Employee and their Chosen Representative(s) as soon as possible. The Academic Staff and their Chosen Representative(s) will be given the following information:
 - (a) the proposed terminations and the reasons;
 - (b) the number and categories of Employees likely to be affected; and
 - (c) the period when the University intends to carry out the terminations.
 - 50.2 The University will give the Academic Staff member an opportunity to respond and/or express interest for a voluntary redundancy.
 - 50.3 An Academic Staff member who has been informed that their position is excess to the University's requirements under this clause 50.1 will be given eight (8) weeks to apply for a voluntary redundancy. Such applications may be made to the Vice-Chancellor. On receipt of an application to take a voluntary redundancy, the Vice-Chancellor is required to inform the Employee of their decision to grant or refuse the application within seven (7) days.
 - 50.4 Where an application for voluntary redundancy is granted, the Academic Staff member will be entitled to:
 - (a) three (3) weeks' pay per year of University service for the first ten (10) years of service and two (2) weeks' pay per year of University service for subsequent years of service, calculated

to the nearest completed month, within a maximum entitlement of sixty (60) weeks. Where an Employee has completed between one (1) and (2) years of service, they will be entitled to four (4) weeks' pay in accordance with section 119(2) of the Act;

- (b) pro-rata long service leave;
 - (c) a minimum eighteen (18) weeks further employment from the date of acceptance of an application for voluntary redundancy. By agreement between the University and the Employee, all or part of the period of further employment may be waived and the Employee will receive payment for the balance of the further employment period or four (4) weeks' pay, whichever is the lesser;
 - (d) all voluntary separation payments under this clause will be calculated on the Employee's salary at the date of termination of employment; and
 - (e) the voluntary separation benefits under this clause replace any notice period, access to a scheme of redeployment or other redundancy benefit in this Agreement.
- 50.5 In circumstances where the Academic Staff member has not applied for a voluntary redundancy, the Vice-Chancellor may give notice to the Employee that a decision has been made to terminate their employment on the basis that their position is excess to the requirements of the University.
- 50.6 An Academic Staff member who is subject to a decision by the Vice-Chancellor that their position is excess under clause 50.5 will be given further employment from the date of the notice of termination as follows:
- (a) twelve (12) months, where the Employee is over forty (40) years of age; or
 - (b) six (6) months in any other case.
- 50.7 The first eight (8) weeks' of the period of further employment set out in clause 50.6 will be the employee's Placement Period under clause 39. The Placement Period will be concurrent with, and not cumulative on, the further employment period granted under clause 50.6.
- 50.8 Once the steps in clauses 50.5 to 50.7 have been exhausted, and at the conclusion of any further employment period as per clause 50.6, the Vice-Chancellor may terminate an excess Academic Staff member on giving three (3) months' notice or payment in lieu of notice. Payments due on retrenchment are:
- (a) eight (8) weeks' severance pay (or in accordance with the NES); and
 - (b) pro-rata long service leave and recreation leave.
- 50.9 An Academic Staff member who has been given notice of a decision to terminate employment on the basis their position is excess to the requirements of the University may, within ten (10) working days of receiving such notice, lodge an application for review of the decision with the Vice-Chancellor. On receipt of such an application, the Vice-Chancellor will conduct a review of the decision and notify the Employee of the outcome of that review within a reasonable timeframe. All reviews conducted by the Vice-Chancellor are final and not subject to further review. If the Vice-Chancellor upholds the decision, the notice period in clause 50.6 applies.

PART D: PROFESSIONAL STAFF

51. Attendance

- 51.1 Professional Staff will be required to attend for work and record their attendance as determined by the University. Except where specifically required by the University, Professional Staff employed at or above UC Level 8 will not normally record attendance.

52. Ordinary Hours

- 52.1 Except where the University agrees to a request by the Employee to meet their personal circumstances, ordinary hours of work for Professional Staff will typically be:
- (a) thirty-five (35) hours per week;
 - (b) Monday to Friday, excluding holidays; and
 - (c) between the span of hours of 7.00 a.m. and 7.00 p.m. unless otherwise specified in this clause.
- 52.2 The ordinary span of hours for Professional Staff as set out in subclause 52.1 may be varied in appropriate cases, such as:
- (a) University Open Days; and
 - (b) University Graduation Ceremonies.

53. Casual Professional Staff

- 53.1 Casual Professional Staff are employed by the hour and paid the ordinary hourly rate derived from the salary applicable to 'Step 1' of the appropriate position classification for the work performed as set out in Schedule 1. A loading is paid in addition to the ordinary hourly rate, unless otherwise specified in this Agreement. The loading paid to casual Professional Staff is incorporated into the hourly rates, as set out in Schedule 2, and is paid instead of benefits not provided to casual Professional Staff, including all leave entitlements, penalties and loadings unless otherwise specified in this Agreement.
- 53.2 Casual Employees are not entitled to recreation leave or personal leave under this Agreement.
- 53.3 Where scheduled for further work the employment of casual Professional Staff may be terminated on giving one (1) working days' notice or payment for seven (7) hours' work instead of notice.
- 53.4 The minimum period of engagement for casual Professional Staff is three (3) hours, except for those persons listed below, where a one (1) hour minimum engagement may apply:
- (a) students of the University engaged on any Monday to Friday during the main teaching weeks of the University other than public holidays as applied at the University;
 - (b) persons with a primary occupation elsewhere (or with the University);
 - (c) persons engaged to perform tasks as note takers assisting people with a disability, examination invigilators, security, building and maintenance trades, nursing and gardening; and
 - (d) casual Professional Staff who, for personal reasons, request an engagement of less than three (3) hours.
- 53.5 Overtime will be payable to casual Professional Staff in respect of work:

- (a) in excess of seven (7) hours, on any one day, or
- (b) performed outside the Ordinary Hours (as defined in clause 52.1).

53.6 In respect of overtime hours, the Employee will receive the overtime rates provided in this Agreement instead of the casual loading.

54. Flextime

54.1 Professional Staff below UC Level 8 (except for Shiftworkers and Employees working a nine (9) day fortnight) may access flextime arrangements under University policy. The University will administer these arrangements in a way which meets the University's operational requirements and responsibilities. Where possible, the University will take into consideration the individual needs of the Employee.

55. Overtime and Time Off In Lieu

55.1 Professional Staff at or below UC Level 6 are eligible for payment of overtime penalty rates or time off in lieu and Professional Staff at UC Level 7 or 8 are eligible for time off in lieu (but not payment of overtime penalty rates) when they have been directed by the University or subsequently approved to work:

- (a) seven (7) hours or more on any one day;
- (b) outside the ordinary hours of work;
- (c) in excess of five (5) hours without a meal break of at least thirty (30) minutes; or
- (d) in circumstances where they have had less than ten (10) hours between ceasing and recommencing work.

55.2 The following categories of Employees are not eligible for overtime and time off in lieu:

- (a) Shiftworkers;
- (b) Employees working Emergency Duty (except in exceptional circumstances, see clause 57);
- (c) Employees at or above UC Level 9; and
- (d) Employees in receipt of a loading instead of overtime.

55.3 Wherever possible, Employees will be given at least forty-eight (48) hours' notice of any overtime to be worked.

55.4 Nothing prevents the University and an Employee adopting locally appropriate time off in lieu arrangements in other circumstances.

Part-time Employees

55.5 Part-time Employees who work more hours a week than their regular hours of work a week, but not in excess of thirty-five (35) hours per week, will be paid at the ordinary hourly pay rate for each additional hour worked.

Time off in lieu

55.6 Where an Employee is eligible to receive time off in lieu, it will be calculated in accordance with the relevant overtime hours. Professional Staff at or below UC Level 6 may request time off in lieu, rather than receive overtime payments for additional hours worked.

Note: For example, four (4) hours overtime worked at double time is equal to eight (8) hours' time off in lieu.

- 55.7 An Employee may request a written statement of any agreement made under sub-clause 55.6.
- 55.8 The maximum number of hours of time off in lieu that may be accumulated will be thirty-five (35) hours. Where an Employee has accrued more than thirty-five (35) hours of time off in lieu, the Employee will be paid overtime rates for any further overtime hours. Payment will be made at the rate applicable at the time that the overtime was worked.
- 55.9 Time off in lieu will be taken at a mutually agreed time within three (3) months of the time that the overtime was worked. If the time off in lieu has not been taken within this period, the Employee can choose when to take the overtime worked at their discretion within the following three (3) months, with five (5) days' notice provided to their Manager.

Cashing out time off in lieu

- 55.10 If an Employee at or below UC Level 6:
- (a) has requested time off in lieu rather than overtime payment for additional hours; and
 - (b) has been unable to take the time off in lieu within three (3) months of the time that the overtime was worked:
- the Employee may request for the University to cash out the time off in lieu as an overtime payment in the next full pay period following the request.
- 55.11 Payment for time off in lieu will be made at the overtime rate applicable to the overtime when the hours were worked.

Overtime rates

- 55.12 The applicable overtime rate is set out in the table below:

Day worked	Overtime rate (% of ordinary hourly pay rate)
Monday to Saturday other than a holiday.	150% for the first three (3) hours, 200% thereafter.
Sunday other than a holiday.	200%
Holiday.	250%

Sunday duty

- 55.13 An Employee who has been required to perform, and has performed, in addition to their prescribed hours of duty for the week a full day's duty on Sunday will, wherever practical, be granted a day off with pay during the five (5) days succeeding that Sunday.

Overtime - minimum payment

- 55.14 Where an Employee is required to attend for duty outside the ordinary span of hours for work, they are entitled to a minimum payment of three (3) hours at the applicable overtime rate. Where overtime is performed immediately before or after the Employee's ordinary hours of work (continuous with ordinary duty), there is no minimum payment. Such duty will be calculated to the nearest fifteen (15) minutes.

- 55.15 For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods are to be disregarded.
- 55.16 A period of overtime work which is performed over midnight is taken to be one (1) period of work. If one day (either side of midnight) attracts a higher penalty rate, the entire period of overtime will be at the higher rate.

Overtime meal allowance

- 55.17 Where an Employee is:
- (a) required to work more than two (2) hours overtime after completion of the Employee's ordinary hours of work; or
 - (b) required to perform duty on a Saturday, Sunday or on a Public Holiday, in addition to the Employee's normal weekly hours of work; then
- the Employee will be entitled to an overtime meal allowance of \$30.66.
- 55.18 The overtime meal allowance will be increased in accordance with salary increases payable under this Agreement.

Rest relief after overtime

- 55.19 An Employee who works approved overtime is entitled to a minimum of ten (10) hours break before re-commencing duty. Where the Employee's ordinary working time commences less than ten (10) hours after the Employee has finished work, they will not be required to attend work until that period has elapsed.
- 55.20 In circumstances where it is impossible to release an Employee for ten (10) consecutive hours between periods of duty, the Employee will be paid at least double time for all hours worked on commencement of duty until able to take a ten (10) hour break.

56. Shift Work

- 56.1 This clause 56 applies to Professional Staff only and does not apply to Employees who are engaged in a classification at or above UC Level 8 (including Employees acting in such positions).
- 56.2 Where the University requires an Employee to undertake shift work, the relevant clauses of the applicable Modern Award will apply.

57. Emergency Duty and On-Call Duty

- 57.1 Professional Staff engaged in a classification at or above UC Level 8 (including Employees acting in such positions) or paid a loading for Emergency Duty are not entitled to Emergency Duty payment except in exceptional circumstances.
- 57.2 Where an Employee is required to work to meet an emergency and no notice of such requirement was given to the Employee before ceasing ordinary duty for the day:
- (a) the Employee will be paid for such Emergency Duty at the rate of double time;
 - (b) the Employee will be paid for time necessarily spent in travelling to and from duty;
 - (c) the minimum payment under this clause will be for three (3) hours at double time;
 - (d) the Employee may be relieved from duty on the Employee's next scheduled time of duty, for a period not exceeding the number of hours extra duty worked, without loss of pay, for the duty scheduled but not worked; and

- (e) there will be a break of twenty (20) minutes taken at the end of every four (4) hours and such breaks will be paid for as time worked.

57.3 This clause 57 will not apply to Employees whose duty for the day is varied by alteration to the commencement of a scheduled shift to meet an emergency, in which case overtime may be payable.

57.4 The University may require Employees engaged in information technology and related activities to be available on-call at rates prescribed below. Wherever possible, Employees will be given at least two (2) weeks' notice of any on-call requirement. Where the University does not give two (2) weeks' notice to an Employee, the University will not require the Employee to undertake the shift work if, on the provision of information by the Employee about any mitigating circumstances, it is satisfied that the Employee cannot work such an arrangement.

57.5 Employees are entitled to an on-call allowance of \$2,507.60 where they are required to be on-call for up to ten (10) weeks per twelve (12) month period as nominated by the University. If an Employee is required to work more than ten (10) weeks on-call during any twelve (12) month period the Employee will be paid an additional \$250.76 for each extra week that the Employee is on call.

57.6 The on-call allowance will be increased in accordance with the salary increases provided under this Agreement.

58. Hourly Rate

58.1 In this Agreement, 'Ordinary hourly pay rate' = $\frac{\text{Annual Salary}}{365.25} \times \frac{7}{35}$

58.2 'Annual Salary' for the purposes of computation of overtime and shift work penalty rates includes higher duties allowance and/or any allowance paid in the nature of salary.

59. Professional Staff Workloads

59.1 Managers are responsible for allocating workloads in accordance with the terms of this Agreement. The University will take reasonable steps to ensure that all Managers are fully aware of the conditions in this Agreement relating to the management of Professional Staff workloads, including the overtime provisions.

59.2 Professional staff workloads will be allocated consistent with the following:

- (a) the University will allocate workloads in a fair and equitable manner taking into consideration the Employee's level of employment, the nature of their duties and their total responsibilities;
- (b) Employee(s) responsible for originating and implementing new initiatives will give fair and proper consideration to workload implications;
- (c) an Employee's inability to meet unreasonable workloads does not constitute unsatisfactory performance;
- (d) consideration of planned absences or vacancies with the intent of ensuring they do not lead to unreasonable workload implications; and
- (e) subject to provisions of this Agreement that afford the University flexibility to meet operational requirements, Employees will be allocated a workload that is manageable within an Employee's ordinary hours of work. No Employee will be required to regularly work overtime.

59.3 A Manager who becomes aware of unacceptably high workloads for Professional Staff across their area of responsibility will give a written report to their Manager who will investigate the issue and, where appropriate, initiate action to address the problem.

- 59.4 If, following completion of the process prescribed in sub-clause 59.8, the Professional Staff member's concerns remain unresolved, the Professional Staff member may utilise the dispute resolution procedure set out in clause 9 of this Agreement.
- 59.5 Professional Staff are entitled to access a minimum of forty (40) hours of relevant professional development per year (pro-rated for fractional or part-time Employees).
- 59.6 Relevant professional development will be determined by reference to the Employee's personal development plan and the performance framework, and must be approved by the Employee's Manager.
- 59.7 The personal development plan will be recorded in the University endorsed system by the Employee.

Supported Workload Review Process

- 59.8 A Professional Staff member who considers that their workload is unreasonable may seek a review with their Manager. If the matter remains unresolved, it will be referred to the Manager's Manager who will investigate the issue and where appropriate, initiate action to address the problem. In any review of claims of unreasonable workloads, the Manager will engage with the relevant HR Business Partner in attempting to resolve the matter.

60. Position Classification and Broadbanding

Reclassification of positions

- 60.1 Where a Manager or Employee is of the view that the University's requirements and responsibilities of a position are no longer in accordance with the level as defined in Schedule 3- Professional Staff Position Classification Standards, the Manager or Employee has the right to seek reclassification of the position to a higher or lower classification. The University will generally reclassify positions to only one (1) level above or below the current classification level.
- 60.2 Classification actions will be undertaken in a timely manner and shall pay particular regard to pay equity and consistency across the University.

Broadbanding of position classifications

- 60.3 Broadbanding refers to the merging of one (1) or more of the position classification standards provided for in this clause. An Employee in a position with a broadbanded classification will be entitled to progress through the broadbanded salary range, subject to clause 22 (Incremental Step Progression) and to meeting additional requirements attaching to a particular instance of broadbanding, as provided under this clause.

Types of broadband

- 60.4 Two types of broadbanding are available:
- (a) position-based broadbanding; and
 - (b) individual-based broadbanding.

Position-based broadbanding

- 60.5 The University may determine a range of position classifications to be broadbanded. Broadbanding may apply to either all positions within a range of classifications or positions in a specific employment group.

Individual-based broadbanding

- 60.6 An Employee occupying a position classified under this clause may apply to have their position classification broadbanded to the next higher classification level. Conditions and procedures applying to individual broadbanding are set out in University policy.
- 60.7 Individual broadbanding will be approved subject to satisfaction of the following conditions:
- (a) work at the higher level must be genuinely required;
 - (b) immediately preceding the application the Employee has had at least one (1) year of continuous service at the top of the salary range for a position to which they have either been appointed or reclassified;
 - (c) the Employee must be able to demonstrate competency in performing the full duties of a higher-level position and/or the acquisition of higher-level skills useful to the University;
 - (d) if the application is approved the Employee may be required to perform duties appropriate to all classifications within the broadband; and
 - (e) individual broadbanding will not be available to an Employee:
 - (i) whose position classification has been broadbanded, or is to be broadbanded (for example, position-based broadbanding has been approved or a previous individual broadband exists);
 - (ii) who is engaged at a classification at or above UC Level 8; or
 - (iii) who is paid a personal salary that exceeds the top of the salary range for their substantive classification.
- 60.8 Employees who wish to apply for individual broadbanding should discuss the application with their Manager in the first instance. In consultation with the Employee and the Manager, the relevant Manager will recommend one (1) of the following:
- (a) approval of the individual broadband;
 - (b) a development program addressing the requirements set out in sub-clause 60.7 above; or
 - (c) the application be denied if there is no reasonably foreseeable need for work at the higher level.
- 60.9 If the Manager recommends approval of the individual broadband the recommendation will be made to the relevant Executive Staff member for final approval.

61. Resignation – Professional Staff

- 61.1 Continuing Employees may resign from their employment by giving at least four (4) weeks' written notice, unless otherwise agreed between the Employee and the University.
- 61.2 Fixed-term Employees may resign by giving at least two (2) weeks' written notice.

62. Redundancy – Professional Staff

- 62.1 In circumstances where the University determines that a Professional Staff member's position has become, or is likely to become, excess to the University's requirements, the Employee will be notified at the earliest practicable opportunity. The University will provide the Employee with an opportunity to respond and/or express interest for redeployment opportunities. The University will reimburse costs of up to \$500 for professional financial advice for each affected Employee, subject to proof of expenditure.

- 62.2 Subject to operational requirements and the need to retain flexibility, the University recognises the importance of redeployment and will seek to explore potential redeployment opportunities before offering Professional Staff members the opportunity to elect a redundancy, provided that:
- (a) nothing in this clause requires the University to first attempt to redeploy a staff member before offering the staff member the opportunity to elect redundancy and/or seek redeployment; and
 - (b) nothing in this clause requires an Employee to first seek redeployment before being offered the opportunity to elect a redundancy.
- 62.3 Once a Professional Staff member is given notice that their position is to be declared excess, they will be provided two (2) weeks to consider whether they wish to elect a redundancy, or seek redeployment as described below.
- 62.4 A Professional Staff member who expresses interest for redeployment opportunities will commence the eight (8) week Placement Period outlined in clause 39.4.
- 62.5 Where a Professional Staff member does not elect to be redeployed, the CPO may give thirteen (13) weeks' written notice to the Employee that their employment will be terminated on the basis that their position is excess to the requirements of the University.
- 62.6 Where a Professional Staff member elects to be redeployed under this clause, but is not redeployed by the end of the placement period specified in clause 62.4, the CPO may give thirteen (13) weeks' notice (less the placement period under clause 62.4) to the Employee that their employment will be terminated on the basis that their position is excess to the requirements of the University.
- 62.7 A Professional Staff member who elected to be redeployed (but was unable to be redeployed) will be entitled to:
- (a) outplacement support up to a maximum value of \$500, subject to proof of expenditure; and
 - (b) reasonable access to leave to attend job interviews or other job search activities, subject to provision by the Employee of documentary evidence of the activity.
- 62.8 A Professional Staff member who is made redundant will be entitled to:
- (a) three (3) weeks' pay per year of University service for the first ten (10) years of service and two (2) weeks' pay per year of University service for subsequent years of service, calculated to the nearest completed month, with a maximum entitlement of sixty (60) weeks. Where an Employee has completed between one (1) and (2) years of service, they will be entitled to four (4) weeks' pay in accordance with section 119(2) of the Act;
 - (b) pro-rata long service leave;
 - (c) recreation leave credits; and
 - (d) pay instead of some or all of the applicable notice of redundancy as provided above.
- 62.9 A Professional Staff member who is notified of a decision to terminate their employment on the basis that their position is excess to the University, may apply for a review of the decision in accordance with the dispute resolution procedures in this Agreement.

PART E: SENIOR MANAGERS

63. Senior Manager Agreements

- 63.1 The University may, in accordance with this clause 63 enter into a performance-based contract with Senior Managers employed in the manner described below, that sets out key performance criteria or targets which must be met within defined time-frames or under defined circumstances (a "Senior Manager Agreement").
- 63.2 A 'Senior Manager' includes:
- (a) Academic Staff employed in managerial positions and paid in excess of \$231,679 per annum as at the time this Agreement is made, indexed to the salary increases specified in clause 18; and
 - (b) Professional Staff paid salary above UC Level 10 step 3.
- 63.3 An Employee may hold a Senior Manager position substantively or on a temporary basis.
- 63.4 The University will not appoint any Professional Staff at UC Level 11 or 12 under the life of this Agreement. Employees who are appointed to positions with a salary above UC Level 10 step 3 during the life of this Agreement will be engaged under a Senior Manager Agreement.
- 63.5 Where the University intends to offer an Employee a Senior Manager Agreement in accordance with this clause it must:
- (a) advise the Employee that they may appoint a Chosen Representative which may include a Union representative, to negotiate the terms of a Senior Manager Agreement on their behalf; and
 - (b) provide the Employee with access to this Agreement.
- 63.6 Where an Employee enters into a Senior Manager Agreement pursuant to this clause 63, the following clauses or parts of this Agreement will not apply to the employment covered by the Senior Manager Agreement:
- (a) clause 9 - Grievance and Dispute Resolution;
 - (b) clause 18 - Salary Increases ;
 - (c) clause 41 - Termination of Employment - Notice;
 - (d) clause 52 - Ordinary Hours; and
 - (e) clause 55 - Overtime and Time Off In Lieu.
- 63.7 The termination of an Employee under a Senior Manager Agreement will be in accordance with Division 11 of Part 2-2 of the Act, except that the required period of notice will be stated in the Senior Manager Agreement and will be a minimum of three (3) months. Where any Senior Manager Agreement pursuant to this clause involves a Probation period that Probation period will be no less than three (3) months (where the length of Probation is not expressly stated).

Schedule 1 - Staff Salaries

ACADEMIC STAFF SALARIES	STEP	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
		3.5%	3.5%	3.5%	1.75% or Capped CPI
Academic Level A	Step 1	74,635	77,247	79,951	81,350
(Associate Lecturer)	Step 2	78,830	81,589	84,444	85,922
	Step 3	83,019	85,925	88,932	90,488
	Step 4	87,223	90,276	93,435	95,071
	Step 5	90,638	93,811	97,094	98,793
	Step 6 ¹	94,042	97,333	100,740	102,503
	Step 7	97,457	100,868	104,399	106,225
	Step 8	100,870	104,401	108,055	109,946
Academic Level B	Step 1	106,116	109,830	113,674	115,663
(Lecturer)	Step 2 ²	110,054	113,906	117,893	119,956
	Step 3	113,982	117,971	122,100	124,237
	Step 4	117,922	122,050	126,321	128,532
	Step 5	121,801	126,064	130,476	132,759
	Step 6	125,682	130,080	134,633	136,989
Academic Level C	Step 1	129,561	134,096	138,789	141,218
(Senior Lecturer)	Step 2	133,449	138,120	142,954	145,456
	Step 3	137,332	142,139	147,114	149,688
	Step 4	141,218	146,161	151,276	153,924
	Step 5	145,097	150,175	155,431	158,151
	Step 6	148,988	154,203	159,600	162,393
Academic Level D	Step 1	155,453	160,894	166,525	169,439
(Associate Professor)	Step 2	160,627	166,249	172,068	175,079
	Step 3	165,808	171,612	177,618	180,726
	Step 4	170,982	176,967	183,161	186,366
Academic Level E	Step 1	199,463	206,444	213,670	217,409
(Professor)					

The steps for Contingent Continuing Assistant Professors appear as shaded in the above table.

* The rates shown in these columns are based on the minimum increase of 1.75%. This figure may be higher, as per clause 18.

¹ The minimum classification level for an Academic Staff member with a relevant doctoral level qualification will be at Academic Level A, Step 6.

² The minimum classification level for an Academic Staff member with a relevant doctoral level qualification who is undertaking full unit coordination duties will be at Academic Level B, Step 2.

Schedule 1 - Staff Salaries

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
		3.5%	3.5%	3.5%	1.75% or Capped CPI
UC LEVEL 1	Step 1	52,304	54,135	56,029	57,010
	Step 2	53,467	55,338	57,275	58,277
	Step 3	54,628	56,540	58,519	59,543
UC LEVEL 2	Step 1	56,371	58,344	60,386	61,443
	Step 2	57,830	59,854	61,948	63,033
	Step 3	59,159	61,229	63,372	64,481
UC LEVEL 3	Step 1	59,275	61,350	63,497	64,609
	Step 2	61,595	63,751	65,983	67,137
	Step 3	63,924	66,161	68,477	69,675
	Step 4	66,250	68,569	70,969	72,211
	Step 5	68,716	71,121	73,610	74,898
UC LEVEL 4	Step 1	69,156	71,576	74,081	75,378
	Step 2	71,624	74,131	76,726	78,068
	Step 3	74,089	76,682	79,366	80,754
UC LEVEL 5	Step 1	74,678	77,292	79,997	81,397
	Step 2	77,136	79,836	82,630	84,076
	Step 3	79,605	82,391	85,275	86,767
	Step 4	82,223	85,101	88,079	89,621
	Step 5	84,845	87,815	90,888	92,479
UC LEVEL 6	Step 1	85,424	88,414	91,509	93,110
	Step 2	87,602	90,668	93,842	95,484
	Step 3	89,783	92,926	96,178	97,861
	Step4	91,957	95,175	98,506	100,230
UC LEVEL 7	Step 1	94,134	97,428	100,838	102,603
	Step 2	96,753	100,139	103,644	105,458
	Step 3	99,371	102,849	106,448	108,311
	Step 4	101,979	105,548	109,243	111,154
UC LEVEL 8	Step 1	105,757	109,458	113,289	115,272
	Step 2	109,823	113,667	117,645	119,704
	Step 3	113,896	117,883	122,008	124,144
	Step 4	117,959	122,088	126,361	128,572
UC LEVEL 9	Step 1	123,115	127,424	131,884	134,192
	Step 2	125,981	130,390	134,954	137,315
	Step 3	128,848	133,358	138,026	140,441
UC LEVEL 10	Step 1	132,291	136,921	141,713	144,193
	Step 2	134,586	139,296	144,172	146,695

Schedule 1 - Staff Salaries

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
	Step 3	136,874	141,665	146,623	149,189

The following salary schedule applies to Professional Staff employed as UC 11 or 12 prior to the commencement of this Agreement and not employed in accordance with Part E: Senior Managers of this Agreement.

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
		3.5%	3.5%	3.5%	1.75% or Capped CPI
UC LEVEL 11	Step 1	139,331	144,208	149,255	151,867
	Step 2	144,563	149,623	154,859	157,569
	Step 3	149,796	155,039	160,465	163,273
	Step 4	155,023	160,449	166,065	168,971
UC LEVEL 12	Step 1	166,926	172,768	178,815	181,944
	Step 2	173,066	179,124	185,393	188,637
	Step 3	179,206	185,478	191,970	195,329
	Step 4	185,348	191,835	198,549	202,024

ALLOWANCES	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
	3.5%	3.5%	3.5%	1.75% or Capped CPI
All staff: First aid allowance	768.20	795.09	822.92	837.32
All staff: Fire warden allowance	768.20	795.09	822.92	837.32
Professional Staff only: Emergency duty-on call yearly rate	2507.60	2595.37	2686.21	2733.22
Professional Staff only: Meal allowance	30.66	31.73	32.84	33.42

* The rates shown in these columns are based on the minimum increase of 3.5% for the years 2023, 2024 and 2025. From 1 January 2026 onwards, the figure shown is the minimum increase of 1.75% and the actual figure may be higher, as per clause 18.

Schedule 2 - Casual Rates and Activity

CASUAL RATES ACADEMIC STAFF	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
Base Rate Code	3.5%	3.5%	3.5%	1.75% or Capped CPI
AA	70.30	72.76	75.31	76.63
BB	60.09	62.20	64.37	65.50
CC	50.35	52.12	53.94	54.88
Rate A	210.90	218.28	225.92	229.88
Rate B	281.19	291.03	301.22	306.49
Rate C	351.49	363.79	376.53	383.12
Rate D	140.59	145.51	150.60	153.24
Rate E	151.07	156.35	161.82	164.66
Rate F	100.71	104.23	107.88	109.77
Rate G	180.23	186.54	193.07	196.45
Rate H	120.15	124.35	128.71	130.96
Rate M	70.30	72.76	75.31	76.63
Rate N	51.49	53.29	55.16	56.12
Rate O	60.09	62.20	64.37	65.50
Rate P	50.35	52.12	53.94	54.88
Rate Q	60.09	62.20	64.37	65.50

CASUAL RATES PROFESSIONAL STAFF	First full pay period after 1 Jan 2023	First full pay period after 1 Jan 2024	First full pay period after 1 Jan 2025	First full pay period after 1 Jan 2026*
Base Rate Code	3.5%	3.5%	3.5%	1.75% or Capped CPI
Casual Loading	25%	25%	25%	25%
UC Level 1	35.81	37.06	38.36	39.03
UC Level 2	38.60	39.96	41.35	42.08
UC Level 3	40.58	42.00	43.47	44.23
UC Level 4	47.34	48.99	50.71	51.59
UC Level 5	51.11	52.90	54.76	55.71
UC Level 6	58.47	60.52	62.63	63.73
UC Level 7	64.43	66.69	69.02	70.23
UC Level 8	72.39	74.92	77.54	78.90
UC Level 9	84.28	87.23	90.28	91.86
UC Level 10	90.55	93.72	97.00	98.69

Note: the Casual rates – Professional Staff set out in the above table are inclusive of the 25% loading calculated on the ordinary hourly rate for Step 1 of the relevant classification in Schedule 1.

Schedule 2 - Casual Rates and Activity

* The rates shown in these columns are based on an increase of 3.5% for the years 2023, 2024 and 2025. From 1 January 2026 onwards, the figure shown is the minimum increase of 1.75% and the actual figure may be higher, as per clause 18.

Schedule 3 - Professional Staff Position Classification Standards

The position classification standards set out in this Schedule shall be the primary determinant of the classifications of Professional Staff positions. Positions will be classified at the level which most accurately reflects the work performed by the Employee, taking into account the skills and responsibilities required to perform that work.

Definition 1	Supervision
Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives that may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

Definition 2	Qualifications
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two-year part-time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

Schedule 3 - Professional Staff Position Classification Standards

Definition 2	Qualifications
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

Definition 3	Classification dimensions
Training level:	The type and duration of training that the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

University of Canberra Level 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to thirty-eight (38) hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

Close supervision or, in the case of more experienced staff working alone, routine supervision.

Task level

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on-the-job training. Some knowledge of materials, for example, cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

University of Canberra Level 2

Training level or qualifications

Level 2 duties typically require a skill level that assumes and requires knowledge, training or experience relevant to the duties to be performed, or

- completion of year 12 without work experience; or
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff that is based on a broad knowledge of the Employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

University of Canberra Level 3

Training level or qualifications

Level 3 duties typically require a skill level that assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties that require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

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

Schedule 3 - Professional Staff Position Classification Standards

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

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

- standard use of a range of desktop-based programs, for example, word processing, established spreadsheet or database applications, and management information systems (for example, financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

University of Canberra Level 4

Training level or qualifications

Level 4 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

In trades positions, use extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice that requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

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

In technical positions:

- develop new equipment to criteria developed and specified by others;

Schedule 3 - Professional Staff Position Classification Standards

- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed. In library technician positions:
- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or data base applications;
- be responsible for providing a full range of secretarial services, for example, in an academic division;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.

University of Canberra Level 5

Training level or qualifications

Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one (1) years subsequent relevant work experience; or
- completion of a diploma qualification and at least two (2) years subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two [2] years) relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Degree level graduate or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

Perform tasks/assignments that require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

Judgement, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical activities

In technical positions:

- develop new equipment to general specifications;

Schedule 3 - Professional Staff Position Classification Standards

- under general direction, assist in the conduct of major experiments and research programs; and/or
- in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services;
- operate a discrete unit within a library that may involve significant supervision or be the senior manager in an out-posted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, for example, HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under general supervision:

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services.

University of Canberra Level 6

Training level or qualifications

Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge

Perform tasks/assignments that require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical activities

In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements;

Schedule 3 - Professional Staff Position Classification Standards

- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget in a school or small Academic Division. In professional positions:
- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

University of Canberra Level 7

Training level or qualifications

Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- a degree with at least four (4) years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex academic division.

Level of supervision

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

Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy that has an impact beyond the immediate work area.

Typical activities

- In a library, combine specialist expertise and responsibilities for managing a library function.
- In student services, the training and supervision of other Professional Staff combined with policy development responsibilities that may include research and publication.
- In technical manager positions, the management of teaching and research facilities for a department or school.
- In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- In administrative positions, provide less senior administrative support to relatively small and less complex academic divisions or equivalent.

University of Canberra Level 8

Training level or qualifications

Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or academic division administrator; researcher.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or Professional Staff.

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge that applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

The Employee would be expected to make policy recommendations to others and to implement programs involving major change that may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (for example, to schools or academic divisions) requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

- Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.
- Provide senior administrative support to schools and academic divisions of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the academic division or equivalent unit.

University of Canberra Level 9

Training level or qualifications

Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or Academic Division administrator; senior researcher.

Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or Professional Staff.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change that may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (for example, to schools or academic divisions or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical activities

- Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- Provide senior administrative support to the more complex schools and Academic Divisions, taking into account the size, budget, course structure, external activities and management practices within the Academic Division or equivalent unit.

University of Canberra Level 10

Training level or qualifications

Duties at or above this level typically require a skill level that assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or Professional Staff).

Task level

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

Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities

- Manage a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.
- Provide senior administrative support to the most complex schools and Academic Divisions in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Schedule 4 - Minimum Standards for Academic Levels

Introduction

Minimum standards for levels of Academic Staff, other than a casual, are set out in the following standards... The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement. The responsibilities of Academic Staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Employee is appointed or promoted. In addition, an Academic Staff member may undertake elements of the work of a higher level to gain experience and expertise consistent with the requirements of the University's promotion processes.

These standards will not be used as a basis for claims for reclassification.

Teaching and research Academic Staff

Level A

A Level A academic will work with the support and guidance from more senior Academic Staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and will coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

Schedule 4 - Minimum Standards for Academic Levels

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, research and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

Research Academic Staff

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree

A Level A research academic will normally work under the supervision of Academic Staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate level and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

Level B

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

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

Schedule 4 - Minimum Standards for Academic Levels

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

Level E

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

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

Schedule 5 - Grievance Resolution Procedure

1. Purpose

- 1.1 The University is committed to developing and maintaining a harmonious, fair and productive working environment. The University aims to overcome workplace related grievances in a prompt, conciliatory, fair and effective manner. This procedure sets out the process in which the University may handle a grievance, and is subordinate of the grievance and dispute resolution clause of this Agreement.
- 1.2 A decision made, or step taken, in relation to the handling of a grievance is not invalid only because it is inconsistent with these processes. For example, where time limits are referred to in these procedures, such time limits may be varied by the University where in its discretion it determines to be necessary in the circumstances.

2. Scope

- 2.1 This procedure applies to all University Employees who are employed under this Agreement.

3. Principles

- 3.1 The University respects an Employee's right to raise a grievance about matters arising directly in connection with their employment and seek a solution. In the first instance, an Employee should resolve day-to-day work-related concerns through a discussion with his/her immediate Manager.
- 3.2 An Employee may seek assistance from, and may be accompanied by, a Chosen Representative at any stage of this process.
- 3.3 The principles of procedural fairness and natural justice will apply to all parties.
- 3.4 The University will, as far as possible, observe the following principles in the handling of a grievance:
- (a) facilitating informal, early resolution of a grievance where possible;
 - (b) maintaining confidentiality at all times by all parties, subject to any legal requirements for disclosure of information;
 - (c) all parties have the right to bring a support person to attend investigative meetings;
 - (d) frivolous or vexatious grievances will be dealt in accordance with the University's misconduct procedures; and
 - (e) zero tolerance for victimisation of either a complainant, respondent or any other person involved in the grievance process.

4. Procedure

- 4.1 The process for addressing issues is set out in the table below.

Grievance Procedure	
Stage 1 - Informal Stage	
1.	The Employee will, as soon as practicable, raise the matter with their immediate Manager.
2.	If the matter involves an allegation concerning the immediate Manager, then an alternative Manager or the CPO will be assigned to handle the grievance.

Schedule 5 - Grievance Resolution Procedure

3.	A meeting will be arranged with all relevant parties, including the CPO (or their nominee or Chosen Representative), who will mediate a discussion about the allegation/s or issue/s and attempt to resolve the grievance informally.
4.	<p>If the meeting does not occur within ten (10) working days or Employee is not satisfied with the outcome of the discussion, the Employee may lodge formal notification of their grievance to the CPO outlining:</p> <ul style="list-style-type: none"> a. details of the grievance; b. actions taken to resolve the grievance; and c. desired outcome/resolution to address the grievance.
Stage 2 - Resolution Officer	
1.	The CPO will, within ten (10) working days of receipt of the grievance, make relevant enquiries into the substance of the complaint in order to determine whether there is, prima facie, a genuine grievance and to ascertain the nature of the grievance. This may include gathering of documents the Employee has to substantiate the grievance and identifying possible witnesses who may be able to assist.
2.	If the CPO has determined that there is not, prima facie, a genuine grievance, the Employee will be notified in writing and no further action will be taken. The CPO may notify other parties whose actions or decisions formed the substance of the grievance, if applicable.
3.	<p>If the CPO determines that there is a genuine grievance, then the CPO will appoint an independent person as the Resolution Officer (RO) to investigate the grievance. The RO may be a person external to the University. In appointing a RO, the CPO will ensure that:</p> <ul style="list-style-type: none"> (a) the RO's skills, expertise and/or knowledge are relevant to the nature of the grievance; (b) there is no conflict of interest; and (c) the Employee does not object to the appointment.
4.	The Employee must not unreasonably refuse the appointment of a RO. If, after reasonable attempts to find an agreed RO, the Employee continues to dispute the appointment, the CPO may appoint a RO of the CPO's choosing.
5.	The RO will investigate the matter and attempt to facilitate a fair and reasonable conclusion to the grievance as quickly as possible. The RO may mediate the grievance directly, refer the matter to an Employee trained in mediation, or to an external mediation service.
6.	If the grievance is not resolved within a reasonable timeframe (usually no longer than ten (10) working days), the RO must provide a written report to the CPO and provide a copy to the Employee.
7.	The CPO must make a decision on the grievance having due regard to the report of the RO. The CPO may seek advice as appropriate to assist in making a decision.
8.	The CPO will inform the Employee and any other parties to the dispute of his/her decision.
9.	The decision of the CPO will be final and is not subject to further review or appeal. If the Employee is not satisfied with the outcome of the grievance, they may seek assistance through an external body, such as the Ombudsman.

Schedule 6 - Handling Misconduct Procedure

1. Purpose

- 1.1 The University expects all its Employees to behave in a respectful and courteous manner, consistent with their obligations under the Charter of Conduct and Values (or its equivalent). Where an Employee's conduct falls short of the expected standard, the University will take appropriate action in accordance with the procedures set out in this Schedule.

2. Scope

- 2.1 This Schedule applies to all University Employees who are employed under the Agreement, except casual Employees and Employees on Probation.
- 2.2 Where an Employee has engaged in Serious Misconduct, clause 42 of the Agreement will apply.
- 2.3 The University may also handle frivolous or vexatious complaints in accordance with the procedure set out below.

3. Standard of Proof and Investigation

- 3.1 When investigating an allegation of misconduct, the decision maker will make a finding based on the balance of probabilities, that is, whether it is more likely than not that the misconduct occurred.
- 3.2 Nothing in this policy prevents the University from appointing an external investigator at any point in the process to conduct a fact-finding investigation. The decision maker may use any report arising out of the fact-finding investigation to assist in reaching a decision.

4. Allegations of bias

- 4.1 In circumstances where an Employee alleges that the decision maker undertaking an investigation is affected by bias, or is perceived to be affected by bias, the Employee may make a request to the CPO that a different decision maker conduct the investigation. Any such request must be supported by reasons. The CPO will give full and proper consideration to any such request and advise the Employee of the outcome within five (5) days of receiving the request.

5. Research Misconduct (Australian Code for the Responsible Conduct of Research)

- 5.1 The University has specific responsibilities under the Australian Code for the Responsible Conduct of Research (the Code).
- 5.2 Where a supervisor receives a complaint or otherwise forms the view that an Employee's behaviour could constitute research misconduct, the procedures set out in this Schedule will apply.
- 5.3 Where an Employee has engaged in research-related Serious Misconduct, clause 42 of the Agreement will apply.
- 5.4 Where the University and the NTEU agree that the allegations of research misconduct appear to involve action in concert between Employees of more than one (1) employer, and each such employer is, in respect of the relevant Employees, covered by an Enterprise Agreement to which the NTEU is a party, the relevant CEOs of the employers, and the NTEU, may agree in writing that a joint investigation and inquiry be held. The procedures for such a joint investigation and inquiry shall be

Schedule 6 - Handling Misconduct Procedure

agreed in writing, and where this occurs, those procedures shall apply in substitution for the procedures otherwise.

6. Procedure

6.1 The procedure for investigating and dealing with allegations of misconduct in respect of Professional and Academic Staff is set out in the table below.

Handling Misconduct	
Stage 1 - Informal counselling	
<ul style="list-style-type: none"> The Employee's Manager receives a complaint or is otherwise made aware of an issue relating to an Employee's conduct. The Manager will arrange to have a meeting with the Employee to discuss their conduct. If the conduct is minor, the Manager will discuss the matter with the Employee and undertake informal counselling or coaching with the Employee. The Manager will provide guidance to the Employee about acceptable standards of behaviour and reiterate the University's expectations in relation to the Employee's conduct. The Manager will make a file note of the discussion and provide a copy of the file note to the Employee. 	
Stage 2 - Further counselling if conduct is repeated and/or unresolved	
<ul style="list-style-type: none"> The Manager will arrange to have a further meeting with the Employee to discuss their conduct. The Manager will reiterate to the Employee the University's expectations in relation to acceptable standards of behaviour and offers the Employee an opportunity to provide a response, including information regarding any mitigating circumstances that would otherwise impact on the Employee's ability to meet the required standard of behaviour. The Manager will also inform the Employee that they may be subject to further action if the conduct continues. The Manager will make a file note of the discussion and provide a copy of the file note to the Employee. A copy of the file note may also be placed on the Employee's personnel file. 	
Stage 3 - Investigation	
<p><i>Allegation/s of misconduct other than research misconduct</i></p> <ul style="list-style-type: none"> In circumstances where the conduct is repeated, the facts are contested or the complaint about the Employee is of a serious nature, the University may undertake an investigation into the alleged conduct. The Employee will be notified as soon as practicable after the decision to undertake an investigation is made. An independent investigator will be nominated by the CPO to conduct the investigation. The investigator will inform the Employee of the allegation/s in writing and offer the Employee a reasonable opportunity to provide a response. The Employee may provide a written response or attend an interview, but is under no obligation to provide a response to the allegation/s. The investigator may conduct interviews and make enquiries as they see fit for the purpose of carrying out the investigation. 	

- The investigator will consider all the available information and evidence before them, test the evidence against the allegations and weigh the evidence accordingly.
- After assessing the available information and evidence against the allegation/s, the investigator will make findings of fact in relation to each allegation, including an indication of whether the allegation is substantiated or unsubstantiated, or if a finding cannot be made (inconclusive).

Allegations of research misconduct

- In circumstances where the conduct is repeated, the facts are contested or the complaint about the Employee is of a serious nature, the University may undertake an investigation consistent with the provisions of the Code into the alleged conduct.
- The Employee will be notified as soon as practicable after the decision to undertake an investigation is made.
- The investigation will be undertaken in accordance with this Agreement and consistent with the Code and relevant University policy. In undertaking the investigation, the composition of the investigation panel will include consultation with the NTEU to ensure that the panel chair has sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline).
- The investigation panel will inform the Employee of the allegation/s in writing and offer the Employee a reasonable opportunity to provide a response. The Employee may provide a written response or attend an interview, but is under no obligation to provide a response to the allegation/s.
- The investigation panel may conduct interviews and make enquiries as they see fit for the purpose of carrying out the investigation.
- After assessing the available information and evidence against the allegation/s, the investigation panel will make an indication of whether the allegation is substantiated or unsubstantiated.

Stage 4 - Disciplinary Action

Allegations of misconduct other than research misconduct

- The investigator will inform CPO of the outcome of the investigation and whether the alleged conduct is substantiated.
- The CPO will provide the outcome of the investigation to the relevant DVC/VP or equivalent.
- The actions available to the DVC/VP include:
 - formal warning;
 - training or re-training;
 - withholding of an increment for one year;
 - reduction in salary; and
 - reduction in classification level.
- The DVC/VP will advise the Employee of the outcome of the investigation and the proposed disciplinary action. The CPO will also provide the Employee with a reasonable opportunity to respond to the proposed disciplinary action and to make further submissions (for example, five (5) days).
- If the CPO is satisfied that, in all the circumstances, the disciplinary action is reasonable, the CPO will notify the Employee of their decision to commence such disciplinary action in accordance with this procedure.

Allegations of research misconduct

Schedule 6 - Handling Misconduct Procedure

- The investigation panel will inform CPO and DVC – Research and Innovation of the outcome of the investigation and whether the alleged conduct is substantiated.
- In circumstances where the alleged conduct is substantiated, the DVC – Research and Innovation will chair and convene an independent panel to determine the actions limited to:
 - formal warning;
 - training or re-training;
 - withholding of an increment for one year;
 - reduction in salary;
 - reduction in classification level;
 - reallocation of responsibilities related to the research in question; or
 - communication to all relevant stakeholders, publishing bodies and grant authorities.
- The independent panel will include a University nominated Professor and an NTEU appointee.
- The DVC – Research and Innovation will advise the Employee of the outcome of the investigation and the proposed disciplinary action. The Employee will be provided with a reasonable opportunity to respond to the proposed disciplinary action and to make further submissions (for example, five (5) days).
- If the DVC – Research and Innovation is satisfied that, in all the circumstances, the disciplinary action is reasonable, the DVC will notify the Employee of their decision to commence such disciplinary action in accordance with this procedure.

7. Review of decision

- 7.1 Following the completion of Stage Four where a decision results in action (eg. reclassification, deferment of increment):
- (a) Professional Staff may seek a review of the decision by the CPO in writing, no more than fourteen (14) days after the decision was made; and
 - (b) Academic Staff may seek a review of the decision by the DVC in writing, no more than fourteen (14) days after the decision was made.
- 7.2 Unless the Employee is informed otherwise, the decision of the DVC/VP or CPO remains in effect during any review.
- 7.3 The DVC/VP or CPO will inform the Employee of their review of decision within fourteen (14) days of receiving the request for review, where possible, or as soon as practicable after fourteen (14) days has expired.

Schedule 7 - Managing Underperformance Procedure

1. Purpose

- 1.1 This Schedule reflects the University's aim to build performance capability within its workforce and support its Employees to address performance issues as they arise. This Schedule sets out the various ways in which the University may manage unsatisfactory performance.
- 1.2 A decision made, or step taken, in relation to concerns about an Employee's performance is not invalid only because it is inconsistent with these processes.

2. Scope

- 2.1 This Schedule applies to all University Employees who are employed under the Agreement, except casual Employees and Employees on Probation.

3. Preliminary steps

- 3.1 The University's preference is for early intervention when dealing with instances of underperformance and accordingly, adopts a 'no surprises' approach. Managers and supervisors are expected to discuss performance issues with their Employees as they arise and work to resolve them as expeditiously as possible. Such actions might include:
- (a) discussing the matter informally with the Employee;
 - (b) arrange performance counselling for the Employee;
 - (c) review the Employee's performance; or
 - (d) undertake any other informal action that is appropriate.

4. Procedure

- 4.1 The process for addressing issues of underperformance in respect of Professional and Academic Staff is set out in the table below.

Managing Underperformance	
Stage 1 - Informal Counselling	
<ul style="list-style-type: none">• The Employee's Manager identifies that the Employee is underperforming. For Academic Staff members, results from the InterFace Student Experience Questionnaire (ISEQ - or a replacement system however named), will not be the sole basis for identifying an underperformance issue.• The Manager will arrange to have a meeting with the Employee to discuss their underperformance.• The Employee will be given an opportunity to respond and to indicate whether there are any mitigating circumstances that might be impacting on the Employee's performance. It may be appropriate to make temporary adjustments to the Employee's working arrangements to assist them in particular circumstances, such as reduced hours or flexible working arrangements.• The Manager and Employee will discuss measures that may be taken to improve the Employee's performance, including any training or development opportunities that may assist the Employee. The Manager will, unless it is obviously not required in the	

Schedule 7 - Managing Underperformance Procedure

<p>circumstances, set down a date in the future to meet again to review the Employee's progress against the measures identified.</p> <ul style="list-style-type: none"> The Manager will make a file note of the discussion and provide a copy to the Employee. 	
Stage 2 - Performance Improvement Plan / Milestones	
<ul style="list-style-type: none"> The Manager will arrange to have a further meeting with the Employee to discuss their performance. The Employee may elect to have a support person attend any formal discussion. The University is not required to agree to undue delays in the discussion occurring because of the unavailability of the Employee's chosen support person. The role of the support person is to provide emotional and/or moral support to the Employee, but must not participate or represent the Employee in discussions. The Manager will advise the Employee that their performance has not improved and that more formal measures are required to assist the Employee to improve their performance. The Manager and Employee will set down a Performance Improvement Plan (PIP), which sets out: <ul style="list-style-type: none"> (a) key deliverables for the Employee; (b) how the key deliverables will be measured; and (c) the dates on which the Employee and Manager will meet to discuss the key deliverables. If the Employee refuses to participate in the PIP process, the Manager may issue a lawful direction to the Employee to participate in the process. 	
Stage 3 - Review of Performance Improvement Plan / Milestones	
<ul style="list-style-type: none"> The Manager and Employee will meet at regular intervals to discuss the Employee's performance against the key deliverables of the PIP. If, by the end of the period identified in the PIP, the Employee has not met the key deliverables of the PIP, the Manager will advise the Employee that the University will be considering further action which may include termination of employment (proceed to Stage 4). If the Employee has met the key deliverables of the PIP, the process will cease. 	
Stage 4 - Disciplinary Action including Termination	
Professional Staff	Academic Staff
<ul style="list-style-type: none"> The Manager will inform CPO of the Employee's progress against the PIP and that the Employee's performance has not improved to the required standard. The Manager and CPO will arrange to meet with the Employee and offer the Employee an opportunity to invite a support person to the meeting. The Manager and CPO will inform the Employee that they have failed to meet the key deliverables under the PIP and as a consequence, their performance has not improved to the required standard. The Manager and CPO will inform the 	<ul style="list-style-type: none"> The Manager will inform the DVC of the Employee's progress against the key deliverables and that the Employee's performance has not improved to the required standard. The Manager and DVC will arrange to meet with the Employee and offer the Employee an opportunity to invite a support person to the meeting. The Manager and DVC will inform the Employee that they have failed to meet the key deliverables under the PIP and as a consequence, their performance has not improved to the required standard.

Schedule 7 - Managing Underperformance Procedure

<p>Employee that the University is considering disciplinary action including termination of employment.</p> <ul style="list-style-type: none"> • The Employee will be invited to provide a response to the CPO and to 'show cause' as to why their employment should not be terminated, or whether alternative action, such as reclassification, is more appropriate. The Employee should be afforded a reasonable opportunity to provide their response (for example, ten (10) days). • If, after considering any response from the Employee, the CPO remains of the view that termination is appropriate, the CPO may give the Employee the required notice under the Agreement and initiate relevant University procedures to terminate the Employee's employment. 	<p>The Manager and DVC will inform the Employee that the University is considering disciplinary action including termination of employment.</p> <ul style="list-style-type: none"> • The Employee will be invited to provide a response to the DVC and to 'show cause' as to why their employment should not be terminated. The Employee should be afforded a reasonable opportunity to provide a response (for example, ten (10) days). • If, after considering any response from the Employee, the DVC remains of the view that termination is appropriate, the DVC may give the Employee the required notice under the Agreement and initiate relevant University procedures to terminate the Employee's employment.
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5. Review of decision

- 5.1 Following the completion of Stage Four where a decision results in action other than termination of employment (eg. reclassification, deferment of increment):
- (a) Professional Staff may seek a review of the decision by the CPO in writing, no more than fourteen (14) days after the decision was made; and
 - (b) Academic Staff may seek a review of the decision by the DVC in writing, no more than fourteen (14) days after the decision was made.
- 5.2 Unless the Employee is informed otherwise, the decision of the CPO or DVC remains in effect during any review.
- 5.3 The reviewing DVC/VP or VC will inform the Employee of their review decision within fourteen (14) days of receiving the request for review, where possible, or as soon as practicable after fourteen (14) days has expired.

Schedule 8 - Contingent Continuing Assistant Professors

1. Assistant Professors

1.1 Assistant Professors may be appointed on a contingent continuing basis and subject to the Contingent Period contract reviews as set out in this clause.

1.2 Assistant Professors will be appointed under one of the following categories:

- (a) Education-Research (ER);
- (b) Research-Focused (RF); or
- (c) Education-Focused (EF).

1.3 Assistant Professors will be employed on a contingent contract of up to seven (7) years during, or at the completion of which, they must apply and be promoted to Level D.

Length of the Contingent Period

1.4 Assistant Professors may be appointed for a period shorter than seven (7) years, but no less than three and a half (3.5) years, if there is a reasonable prospect that the Assistant Professor may obtain promotion to Level D within that shorter period. The length of the appointment will be at the University's discretion and will be established on engagement of the Assistant Professor.

1.5 The Contingent Period of an Assistant Professor shall end on a date nominated by the University on engagement, or on successful promotion of the Assistant Professor to Level D.

1.6 The University may extend the Contingent Period. This includes, but is not limited to the following circumstances:

- (a) where an Assistant Professor takes parental leave;
- (b) where an Assistant Professor takes extended personal leave (of greater than three (3) months at a time);
- (c) where an Assistant Professor takes approved leave without pay for a period greater than six (6) months;
- (d) where an Assistant Professor works less than a full-time academic workload for greater than six (6) months; or
- (e) where an Assistant Professor is deemed likely to be promoted to Level D at their final Contract Review but is unsuccessful in a subsequent promotion application.

Notwithstanding the above, the University may, at its discretion, attach conditions to the extension of a Contingent Period.

Schedule 8 - Contingent Continuing Assistant Professors

- 1.7 The DVC is responsible for approving the extension of a Contingent Period, following a recommendation being provided by the Executive Dean.

Support for Assistant Professors

- 1.8 Assistant Professors have access to accelerated salary increments, as outlined in Schedule 1 - Academic Staff Salaries, subject to performance.
- 1.9 The Academic Supervisor of an Assistant Professor will be in accordance with clause 48 (Academic Supervisor).
- 1.10 Assistant Professors are entitled to access forty (40) paid hours of professional development each year to pursue opportunities agreed with their Manager in their annual performance development program.
- 1.11 Assistant Professors will be entitled to participate in an Outside Study Program within the first three (3) years.

Reviews during the Contingent Period

- 1.12 Assistant Professors will be subject to periodic reviews to assess the Assistant Professor's performance and determine whether it is "likely" or "unlikely" the Assistant Professor will obtain promotion to Level D by the end of the Contingent Period (Contract Review).
- 1.13 If the Assistant Professor's Contingent Period is three and a half (3.5) years, the University will, upon engagement, nominate one (1) date in the second year, at which date the University will carry out a Contract Review.
- 1.14 If the Assistant Professor's Contingent Period is five (5) years, the University will, upon engagement, nominate two (2) dates, at least two (2) years apart, at which dates the University will carry out a Contract Review.
- 1.15 If the Assistant Professor's Contingent Period is more than five (5) years, the University will, upon engagement, nominate three (3) dates, at least two (2) years apart, at which dates the University will carry out a Contract Review.
- 1.16 The below table provides further information about Contract Reviews:

Contract Review Stage	Likely to be promoted to Level D	Unlikely to be promoted to Level D
Initial	The Employee is notified they are likely to be promoted. The Employee must develop a performance development plan identifying areas based on their Contract Review, for professional development to continue on the trajectory toward promotion to Level D.	a. The Employee will be managed under Schedule 7 of this Agreement; OR b. The University will give the Employee six (6) months' notice of termination. The Employee will not receive accelerated incremental step progression.
Mid-Point <i>(occurs if Contingent Period is more than five (5) years)</i>	<i>As above.</i>	<i>As above.</i>

Schedule 8 - Contingent Continuing Assistant Professors

Contract Review Stage	Likely to be promoted to Level D	Unlikely to be promoted to Level D
Final <i>(first and final for contracts less than five (5) years)</i>	The Employee is notified they are likely to be promoted. The Employee must apply for promotion to Level D within twelve (12) months of their final Contract Review.	The University will give the Employee six (6) months' notice of termination.

- 1.17 An Assistant Professor may apply and be assessed for promotion to Level D in accordance with the University's normal promotion procedures at any time. If an Assistant Professor is successful in obtaining a promotion to Level D, this Schedule shall cease to apply to their employment.

End of the Contingent Period

- 1.18 If the Assistant Professor obtains promotion to Level D by the end of their Contingent Period this Schedule no longer applies.
- 1.19 If the Assistant Professor fails to obtain promotion to Level D, the Assistant Professor may give notice that they will cease their employment at the end of the Contingent Period, or such other date as is agreed with the University. If this does not occur prior to the Contingent Period ending and:
- (a) the Assistant Professor is notified they have been unsuccessful in their application for promotion less than six (6) months before their Contingent Period ends, the University may give the Assistant Professor three (3) months' notice of termination or advise that their employment will cease at the end of the Contingent Period, whichever date is later; or
 - (b) the Assistant Professor is notified they have been unsuccessful less than twelve (12) but more than six (6) months prior to the Contingent Period ending, the University may give the Assistant Professor six (6) months' notice of termination.

Termination payments made under this sub-clause will be calculated in accordance with the NES.

- 1.20 Any notice period or part of a notice period under clause 1.19 of this Schedule may be converted to an additional termination payment by agreement between the University and the Employee.

Termination of Assistant Professors

- 1.21 In addition to termination related to performance or failure to obtain promotion, as outlined above, the University may also terminate Assistant Professors in the following circumstances:
- (a) The University may, at any time, terminate the employment of an assistant professor in accordance with the relevant termination or redundancy provisions of this Agreement.
 - (b) Further, the University may terminate the employment of an Assistant Professor at any time during the first three (3) months of employment, without applying any other provisions of this Agreement if the University considers they are manifestly unsuitable or unqualified, or the appointment process is found to have involved serious dishonesty on the part of the Employee.

University Commitments

- 1.22 The University will offer an opportunity during the first six (6) months of operation of the Agreement for Contingent Continuing Assistant Professors appointed before 31 December 2021 to convert to a continuing appointment under University Policy.



University of Canberra

Name: Professor Paddy Nixon

Vice-Chancellor and President

Address:

11 Kirinari St, University of Canberra

Bruce, ACT 2617

Dated: 12 April 2023



National Tertiary Education Industry Union (NTEU)

Name: Gabrielle Gooding

Position: National Assistant Secretary

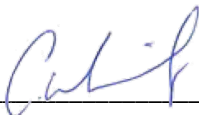
Address:

120 Clarendon Street

South Melbourne

Victoria 3205

Dated: 12 April 2023



Australian Manufacturing Workers Union (AMWU)

Position: State Secretary

Name: Cory Wright

Address:

PO Box 160

Granville NSW 2142

Dated: 18 April 2023

THE FAIR WORK COMMISSION

FWC Matter No.:

Applicant: University of Canberra

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paddy Nixon, Vice-Chancellor, have the authority given to me by the University of Canberra to give the following undertakings with respect to the *University of Canberra Enterprise Agreement 2023-2026* ("the Agreement"):

1. Hours requirement for conversion to continuing Education Focused roles for casual Academic Employees - clause 10.8(b): The University undertakes that the reference to "the 'Maximum annual teaching and teaching related activity allocation' for Education Focused staff" will instead be read as "the 'Maximum annual teaching allocation (pursuant to clause 46.8)' and 'Allocation for research and other academic activities including teaching related activity (see 46.7(a)) for first year employment) for Education Focused staff'".

2. The effect of this undertaking is that clause 10.8(b) be read as follows:

during the 12 month period immediately prior to applying for conversion, the Employee performed not less than 30% of the total of the 'Maximum annual teaching allocation (pursuant to clause 46.8)' and 'Allocation for research and other academic activities including teaching related activity (see 46.7(a)) for first year employment) for Education Focused staff (as defined by clause 46.7).

3. Footnote 1, Table 1, Schedule 1 Staff Salaries: The University undertakes that footnote 1 will be read as if the reference to the minimum classification level for an Academic Staff member with a relevant doctoral level qualification also be the minimum classification level for an Academic Staff member undertaking full unit coordination duties.

4. The effect of this amendment is that footnote 1 to table 1 in Schedule 1 be read as follows:

The minimum classification level for an Academic Staff member with a relevant doctoral level qualification or who is undertaking full unit coordination duties will be at Academic Level A, Step 6.

Signature:



Professor Paddy Nixon
Vice-Chancellor and President
University of Canberra
11 Kirinari St, ACT 2617

Date: 12 April 2023

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1118

Applicant:

University of Canberra

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paddy Nixon, Vice-Chancellor, have the authority given to me by the University of Canberra to give the following undertakings with respect to the *University of Canberra Enterprise Agreement 2023-2026* ("the Agreement"):

1. Casual minimum engagement (general staff) - Cl.53.4: the University undertakes that the minimum engagement for casual employees engaged to perform tasks as note takers assisting people with a disability, examination invigilators, security, building and maintenance trades, nursing and gardening will be 3 hours.

The effect of this undertaking is that clause 53.4(c) of the Agreement will no longer apply.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Professor Paddy Nixon

Vice-Chancellor and President

University of Canberra

11 Kirinari St, ACT 2617

Date 5 May 2023