DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University Of Canberra
(AG2026/2991)

UNIVERSITY OF CANBERRA ENTERPRISE AGREEMENT 2026

Educational services

DEPUTY PRESIDENT DEAN CANBERRA, 2 NOVEMBER 2026

Application for approval of the University of Canberra Enterprise Agreement 2026.

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

[2] 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.

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 November 2026. The nominal expiry date of the Agreement is 31 January 2030.



DEPUTY PRESIDENT

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<AE534529 PR816041>

UNIVERSITY OF CANBERRA

Enterprise Agreement 2026

University of Canberra

canberra.edu.au

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Part A: General Conditions

1 Title and Operation

1.1. This **Agreement** will be known as the *University of Canberra Enterprise Agreement 2026*.

1.2. This **Agreement** will commence 21 days after its approval by the **FWC** and will have a nominal expiry date of 31 January 2030.

2 Application and Continuity of Processes

2.1. The **Agreement** applies to and covers all **staff** of the **University** other than the **Vice-Chancellor** and **executive staff**.

2.2. All **staff** are subject to **University** policy, procedures and guidelines as amended from time to time. However, the **University**'s policies, procedures and guidelines are not incorporated into and do not form part of this **Agreement**. To the extent there is any inconsistency between a policy, procedure or guideline and a term of this **Agreement**, the term of this **Agreement** will apply.

2.3. While this **Agreement** is in operation, no other award or enterprise agreement provisions apply to **staff** covered by this **Agreement**, unless specifically stated in this **Agreement**.

2.4. The provisions of this **Agreement** are to be read in conjunction with the **NES** to the extent that if this **Agreement** provides a lesser entitlement than the **NES**, the **NES** will apply to the extent of the inconsistency.

2.5. If prior to the commencement of this **Agreement**, any of the following processes from the **Former Enterprise Agreement** have already commenced, then the **University** will continue to apply the process from the **Former Enterprise Agreement** until the process is concluded (clause references below are to the **Former Enterprise Agreement**):

(a) A proposal to introduce major change under clause 6;

(b) Separation on the basis of ill health under clause 38;

(c) Processes for managing redeployment or redundancy under clauses 39, 50 and 62;

(d) A workload review process under sub-clause 46.13 and 59.8;

(e) A grievance or dispute process under Schedule 5 – Grievance Resolution Procedure;

(f) Processes dealing with allegations of misconduct, including research misconduct and serious misconduct under Schedule 6 – Handling Misconduct Procedure and/or clause 42; and/or

(g) Processes dealing with allegations of underperformance under Schedule 7 – Managing Underperformance Procedure.

2.6. In interpreting this **Agreement**:

(a) if reference is made in this **Agreement** to a task, duty, role or responsibility to be fulfilled or undertaken by a person in a particular position, the task, duty, role or responsibility may be fulfilled or undertaken by that person's nominee or person acting in that position or a successor position;

(b) this **Agreement** contains examples. The examples are provided for guidance and to assist with interpretation of the **Agreement** and are not operative provisions; and

(c) defined terms have been bolded when used throughout the **Agreement** to help with understanding the meaning of the clause per clause 3 (Definitions).

3 Definitions

3.1. In this **Agreement** the following terms have the following meaning:

Term	Meaning
Academic Freedom	i. the freedom of **academic staff** or **staff** members engaged in academic work to teach, discuss, and research and to disseminate and publish the result of their research; ii. the freedom of **academic staff** or **staff** members engaged in academic work to engage in scholarly inquiry, to express their opinions and beliefs (including when those opinions are unconventional or unpopular), and to contribute to public debate, in relation to their subjects of teaching, study and research.
Academic Staff	**staff** employed by the **University** as either an Education Focused, Education Research, or Research Focused **staff** member as set out in clause 25.11, and whose primary duties include conducting teaching and/or research.
Act	the *Fair Work Act 2009* (Cth) as amended.
Agreement	the *University of Canberra Enterprise Agreement 2026*.
Alternative Vacant Position	means a vacant position: i. that is not a **suitable alternative position**; ii. for which the **staff** member has, or could reasonably acquire within six (6) months, the skills, qualifications and experience required to perform the role satisfactorily; and iii. which the **staff** member agrees to accept. For the avoidance of doubt, an **alternative vacant position** may be at a different classification level, time-fraction or, in the case of **academic staff**, a different academic profile.
AMWU	Australian Manufacturing Workers' Union.
ARIC Framework	the *Australian Research Integrity Committee Framework 2024*, or its successor.

Term	Meaning
Assessment Officer (AO)	in relation to the **Research Code**, a person or persons appointed by the **University** to conduct a preliminary assessment of a complaint about research. The **AO** will be a member of the Research Integrity Office (RIO) or nominated senior researcher as determined by the **DO**.
Award/Awards	the *Higher Education Industry – Academic Staff – Award 2020* and the *Higher Education Industry – General Staff – Award 2020* as amended.
Caring responsibilities	**caring responsibilities** means caring for young children; for children or adults with disabilities, mental illness or chronic illness; or for older people.
Casual Academic Staff	**staff** employed by the **University** predominantly to undertake some or all of the duties of **academic staff** as a **casual staff** member.
Casual Professional Staff	**staff** employed by the **University** predominantly to undertake some or all of the duties of **professional staff** as a **casual staff** member.
Casual Staff	those **staff** members of the **University** employed in accordance with clause 13 (Casual Employment).
CPO	the person occupying or acting in the position of Chief People Officer, or their nominee.
Chosen Representative	a **union**, or a person other than a practising **legal practitioner**, who is chosen by the **staff** member or **University** management to represent each of them respectively in consultation or negotiation under this **Agreement** on workplace relations and human resources matters. With respect to **staff**, a **chosen representative** is another **staff member** of the **University**, an officer of a **union** or other person other than a practising **legal practitioner**. With respect to **University** management, a **chosen representative** is normally either a **staff** member, a member of the **University** Council or an officer of the **University**'s industrial association. A **chosen representative** will be involved in a matter only where the affected **staff** member or the **University** chooses to be represented.
Consultation / Consult	where the term **consultation** is bolded, it means conferring between the **University** and its **staff**, **union**(s) and/or **chosen representative**(s), in such a way that there is the opportunity to influence the **University**'s decision-making process. **Consultation** does not mean having to reach agreement. Where this term is not bolded, it has its ordinary meaning.
Contemporaneous Marking	any marking that is undertaken during a lecture or tutorial or which could reasonably have been undertaken during a lecture or tutorial. This marking attracts no additional payment.
Contingent Funding / Contingent Funded	limited term identifiable funding provided from external sources but not funding that is part of an operating grant from government or comprised of payments of fees made by or on behalf of students.
Designated Officer (DO)	In relation to the **Research Code**, a senior professional or academic institutional officer or officers appointed to receive complaints about

Term	Meaning
	the conduct of research or potential breaches of the Code and to oversee their management and investigation where required. Unless otherwise specified by the **University**, the Director, Research Services will be the **Designated Officer**.
Disability	will have the same meaning as defined in the *Disability Discrimination Act 1992* (Cth).
DVC	the person at the time holding or acting in the office of Deputy Vice-Chancellor of the **University** or their nominee.
Emergency Duty	work which a **professional staff** member performs: i. Outside their ordinary hours (clause 27); and ii. At a time during which the Critical Incident Management Team has declared a major or critical event is occurring; and iii. At the direction of their **manager**; and iv. The work is in relation to the declared major or critical event.
Executive Staff	positions identified as **DVC**, Chief Operating Officer, Vice-President or equivalent positions by the **Vice-Chancellor** as the Executive of the **University**.
Family and Domestic Violence	has the same meaning as "family violence" as defined in subsection 106B (2) of the **Act**.
FFPPOA	First full pay period on or after.
Former Enterprise Agreement	the *University of Canberra Enterprise Agreement 2023 – 2026*.
Freedom of Speech	i. the freedom of all **staff** members to express their opinions on **University** land or in connection with the **University**; ii. the freedom of all **academic staff** or **staff** members engaged in academic work, in their personal capacity, to make lawful public comment on any issue without constraint imposed by reason of their employment by the **University**; and iii. the freedom of all **staff** members to participate in representative, professional or academic bodies.
FWC	the Fair Work Commission.
Health Professional	a person registered to practice medicine under the *Health Practitioner Regulation National Law (ACT) Act 2010* (ACT) or equivalent State, Territory or international regulation, or other health practitioner as approved by the **University**.
Immediate Family Member	i. **partner**, former **partner**, child, foster child, grandchild, parent, legal guardian, grandparent, siblings of the **staff** member; ii. child, foster child, parent, legal guardian, grandparent, grandchild, siblings of the **staff** member's **partner** or former **partner**; iii. a relative who has taken the place of a parent; iv. **Indigenous** kinship relationship as described in sub-clause 7.10; or v. a person from the chosen family of the **staff** member, being a family of non-kinship bonds (whether legally recognised or

Term	Meaning
	not) that is based on foundations of love, understanding, and acceptance, for who the **staff** member has caring responsibilities.
Indigenous	for the purposes of this **Agreement**, the term **Indigenous** is used by the **University** to align with the principles of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and with University of Canberra policies. The term **Indigenous** is used as an all-encompassing descriptor referring to the Aboriginal and Torres Strait Islander peoples of Australia, recognised as the Traditional Custodians of the lands and waters of this country. This includes people who identify as Aboriginal and/or Torres Strait Islander, Indigenous Australians, Traditional Owners or First Nations peoples.
Legal Practitioner	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.
Manager	a **staff** member who has supervisory and/or managerial responsibilities in relation to one or more **staff**.
Medical Certificate	includes a certificate from a medical practitioner or **health professional** (including a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist).
NES	National Employment Standards under the **Act**.
NTEU	National Tertiary Education Industry Union.
Ordinary Hourly Pay Rate	**ordinary hourly pay rate** = $\frac{Annual\ Salary}{365.25} \times \frac{7}{35}$ 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.
Parties	the **University**, the **unions** and all **staff** of the **University**, excluding **executive staff** (being the **Vice-Chancellor**, **DVC** and Chief Operating Officer or equivalent positions as updated from time to time).
Partner	in respect of a **staff** member, is their spouse or de facto partner.
PEAS	Performance Expectations for **Academic Staff**
Probation	a period of initial employment during which a **staff** member is assessed in terms of their capacity and suitability for employment in accordance with clause 15 (Probation Period).
Professional Staff	those **staff** of the **University** who are not members of the **academic staff** or **executive staff**.
Reasonably contemporaneous unscheduled student consultation	unscheduled consultation with students reasonably related to the instance of education delivery, including through in person, email or other communication methods with students. Does not include formally scheduled student consultation time approved by the unit convenor.

Term	Meaning
Research Code	the *Australian Code for the Responsible Conduct of Research 2018*, or its successor.
Research Code Guide	the *Guide to Managing and Investigating Potential Breaches of the Australian Code for the Responsible Conduct of Research 2018*, or its successor.
Recognised Emergency Management Body	i. A body, or part of a body, that has a role or function under a plan that is for coping with emergencies or disasters and the plan is prepared by the Commonwealth or a State or Territory; or ii. Any other body with the substantial purpose of securing the safety of persons or animals in an emergency or national disaster or otherwise responding to an emergency or national disaster.
Regulations	the *Fair Work Regulations 2009* (Cth).
Reproductive system health	the overall wellbeing of the reproductive system, including natural processes such as menstruation and menopause, chronic conditions such as endometriosis; medical interventions including assisted reproductive technologies; and reproductive system-related preventative healthcare measures.
Responsible Executive Officer (REO)	in relation to the **Research Code**, a senior officer in the **University** who has final responsibility for receiving reports of the outcomes of processes of assessment or investigation of potential or found **Research Code** Breaches and deciding on the course of action to be taken. Unless otherwise specified by the **University**, the **DVC** will be the **Responsible Executive Officer**.
Senior Manager	those **staff** of the **University** employed in accordance with clause 14 (Senior Manager Agreements).
Shiftworker	a **shiftworker** for the purpose of the **NES** is a **staff** member 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.
Social, medical or legal affirmation	gender affirmation processes differ with each individual, but may include: • social affirmation (for example, changing the **staff** member's pronouns and/or name) • 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 • legal affirmation (for example, legally changing the **staff** member's name and/or gender marker on personal identification documents such as the **staff** member's passport, birth certificate, drivers' licence or banking documents).

Term	Meaning
Staff	all persons who are employed by the **University** and to whom this **Agreement** has application by virtue of clause 2 (Application and Continuity of Processes).
Suitable Alternative Position	means a continuing position: i. at the same classification level and time fraction as the **staff** member's redundant position; ii. with duties and responsibilities broadly comparable to those of the **staff** member's redundant position; iii. for which the **staff** member has, or could reasonably acquire within three (3) months, the skills, qualifications and experience required to perform the role satisfactorily, having regard to the **staff** member's existing skills, qualifications and experience; and iv. in the case of **academic staff**, with the same academic profile (Education Focused, Education Research or Research Focused). For the avoidance of doubt, duties and responsibilities may be broadly comparable despite differences in specific duties, where the overall nature of the work is similar. In assessing whether duties and responsibilities are broadly comparable, regard may be had to whether they are performed within the same or a related professional field, discipline or functional area, require substantially similar skills, qualifications, experience or professional expertise, or conversely require materially different expertise, knowledge or professional practice.
Teaching Buy-Out	where an **academic staff** member allocates a portion of awarded funds toward the cost of engaging another **staff** member to perform their teaching duties, enabling the **academic staff** member to reduce their teaching load and create more time for research, scholarship or civic engagement.
Teaching Period	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.
Union / Union(s)	an employee association registered under the *Fair Work (Registered Organisations) Act 2009* (Cth).
University	the University of Canberra.
Vice-Chancellor (VC)	the person at the time holding or acting in the office of the **Vice-Chancellor** of the **University** under the *University of Canberra Act 1989* (ACT), as amended from time to time, or the **Vice-Chancellor**'s nominee.
Vilification	a public act that could reasonably incite hatred, serious contempt or severe ridicule towards a person or group.

4 Agreement Flexibility

4.1. The **University** and any **staff** member 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 arrangements about when work is performed, which may include the application of overtime and penalty rates;

(b) the individual flexibility arrangement meets the genuine needs of the **University** and the **staff** member; and

(c) the individual flexibility arrangement is genuinely agreed to by the **University** and the **staff** member.

4.2. The **University** must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the **University** and the **staff** member;

(c) is signed by the **University** and the **staff** member and, if the **staff** member is under 18 years of age, is signed by a parent or guardian of the **staff** member; and

(d) includes details of the terms of this **Agreement** that will be varied by the individual flexibility arrangement; how they will be varied; and how the **staff** member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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 **staff** member being better off overall than they would be if no arrangement was made;

(d) do not result in the **staff** member being provided with any payment or benefit that is inconsistent with the **NES** under the **Act**; and

(e) has been approved by the **CPO** on behalf of the **University**.

4.4. The **University** must give the **staff** member a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.

4.5. The **University** or the **staff** member 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 **staff** member agree in writing – at any time.

Part B: University Commitments

5 Union Rights and Resources

Purpose of this clause

5.1. This clause (Union Rights and Resources) provides for the exercise of the rights of workplace delegates and representatives, as set out in section 350C of the **Act**.

5.2. The **University** recognises the role of **union/s** and workplace delegates in representing **staff** and facilitating effective workplace relations. Workplace delegates will be entitled to exercise their rights in accordance with the **Act** and any applicable **award**. The **University** will comply with those requirements and will provide the additional arrangements set out in this clause 5 (Union Rights and Resources). Where this clause provides for an entitlement that is equivalent with, or more favourable than, an entitlement conferred to a workplace delegate under the delegates' rights term of the applicable **award**, then the **University** will be taken to have complied with the **award** term by complying with this clause.

Union communication

5.3. The **University** recognises a **staff** member's right to communicate with their colleagues in relation to **union** business, including via **University** communication systems, in accordance with **University** policies and reasonable IT usage requirements.

5.4. The **University** will not deliberately monitor or surveil **union** communications, except as required to comply with law, or for legitimate system administration, security or operational purposes.

Trade union leave

5.5. Reasonable paid leave (including in respect of training, at least 5 days for initial training and 1 day each subsequent year) will be granted to elected workplace delegates for the purposes of undertaking their representational duties and attending **union**-related meetings or activities, subject to operational requirements and approval. Such leave will not be unreasonably refused. For the avoidance of doubt, it is not the intention of this sub-clause to provide less than the entitlement under the **award**.

5.6. Leave granted under this clause will count as service for all purposes.

Time release arrangements for NTEU and AMWU representatives

5.7. The **University** will, where reasonably practicable having regard to the requirements of the role, provide the President of the University of Canberra Branch of the **NTEU** with 20 per cent time release to enable them to perform their **union**-related duties.

5.8. Where it is not reasonably practicable for the President of the University of Canberra Branch of the **NTEU** to utilise some or all of the 20 per cent time release, the President will be permitted to confer this entitlement, in whole or in part, to another member of the Branch Committee of the University of Canberra Branch of the **NTEU** by written notification to the **University**, provided that the requirements of the alternative **staff** member's position can reasonably accommodate it.

5.9. Upon request from the **AMWU**, the **University** will meet with the **AMWU** to discuss appropriate time release arrangements for an **AMWU** representative. The **University** will give genuine consideration to providing reasonable paid time release to enable the performance of **union**-related duties, having regard to the representative's duties and responsibilities under this **Agreement**, the operational requirements of the **University**, and the requirements of the representative's substantive position. Any approved time release arrangements will be recorded in writing.

5.10. Time release provided under this clause 5 (Union Rights and Resources) will be paid at the **staff** member's ordinary pay, excluding shift and overtime payments.

Implementation committee

5.11. The **Parties** recognise their shared interests in the effective implementation of this **Agreement**. An Implementation Committee will be established for a period of up to twelve (12) months from the commencement of the **Agreement**.

5.12. The Implementation Committee will consist of up to four representatives of the **University**, and up to four representatives of the **unions** and will meet once per quarter at a minimum, and may meet more frequently by agreement. Where relevant, additional subject matter experts may be invited to attend meetings, having regard to the matters under discussion.

5.13. The Implementation Committee will consider matters relating to the implementation of the **Agreement** raised by the **University** or the **unions**.

NTEU Branch office

5.14. The **University** will provide to the University of Canberra Branch of the **NTEU** the following services and facilities free of charge:

(a) An office on the main campus of the **University**;

(b) Utilities associated with an office, including but not limited to electricity, internet access, and, where telephones are in use by the **University**, telephone access.

6 Academic Freedom and Freedom of Speech

6.1. Without limiting the employment obligations of **staff**, including the obligation to comply with reasonable and lawful directions and requests, the **University** and **staff** covered by this **Agreement** are committed to act in a manner consistent with the protection and promotion of **academic freedom** and **freedom of speech** within the **University**.

6.2. The **parties** to this **Agreement** recognise that **academic freedom** and **freedom of speech** are defining features of, and fundamental to, the role of the **University**.

6.3. A **staff** member will not be taken to be exercising **academic freedom** or **freedom of speech** where they:

(a) deny or interfere with another person's exercise of **academic freedom** or **freedom of speech**; or

(b) engage in bullying, harassment, intimidation, **vilification** or any other conduct which is prohibited by law.

6.4. **Staff** are entitled to exercise **academic freedom** and/or **freedom of speech** as defined by clause 3 (Definitions).

6.5. An exercise of **academic freedom** and/or **freedom of speech** is not misconduct or serious misconduct under the provisions of this **Agreement** or under any **University** policy, procedure or code of conduct, except as described in sub-clause 6.3.

6.6. The **University** must not take any action against a **staff** member which prejudices the **staff** member in their position in relation to the **staff** member's exercise (or proposal to exercise) **academic freedom** and/or **freedom of speech**.

6.7. For the purpose of sub-clause 6.6, action which prejudices a **staff** member in their position includes (without limitation) any disciplinary action, termination of employment, detrimental treatment in relation to the **staff** member's work, or loss of any benefits or privileges. This sub-clause 6.7 does not prevent the **University** from assessing the quality of the **staff** member's work as part of performance review processes or as required by investigation procedures.

7 Indigenous Employment

7.1. The **University** will use its best endeavours to achieve and maintain an employment target of at least three (3) per cent of the **University**'s workforce identifying as **Indigenous** by the nominal expiry date of this **Agreement**, and maintain that level of employment, for the life of the **Agreement**.

7.2. The **University** will develop an **Indigenous** Employment Strategy and undertakes to **consult** with **Indigenous staff** in its development.

Respect, support and recognition

7.3. The **University** commits to:

(a) respect and consider the cultural, social and religious systems practiced by **Indigenous** people;

(b) support participation of **Indigenous staff** 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 **Indigenous** people as **staff** 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 **Indigenous** employment inequities; and

(d) ensure that **staff** are supported by institutional policies and procedures aimed at eliminating racism in the workplace, and promoting a culturally responsive and responsible **University**.

Indigenous employment advisory committee

7.4. The **University** will establish and maintain an **Indigenous** Employment Advisory Committee to monitor and support the implementation of the **University**'s commitment in relation to **Indigenous** employment.

7.5. The committee will be comprised of **University staff**, including **Indigenous staff** representatives and two (2) nominees of the **NTEU**, and will meet at least quarterly.

7.6. The **University** will provide the **Indigenous** Employment Advisory Committee with relevant de-identified information relating to the **University**'s **Indigenous** workforce, to the extent reasonably available, to enable the committee to perform its functions.

Indigenous knowledge and expertise

7.7. The **University** recognises that **Indigenous staff** bring specific knowledge and expertise to their position, which may include proficiency in **Indigenous** languages. In addition to carrying out their duties and roles as defined by their position descriptions, **Indigenous staff** are often called upon to utilise their knowledge as a contribution to other bodies of knowledge.

7.8. In acknowledging this, an **Indigenous staff** member's workload will recognise contributions made to internal, and where appropriate external, committees and networks, and the provision of advice and support to fellow **Indigenous staff** and students. The **Indigenous** Employment Advisory Committee will consider and recommend appropriate mechanisms to ensure this recognition.

Recognition of Indigenous occupational qualification

7.9. Where relevant to the role, the **University** will recognise **Indigenous** identity, heritage, knowledges, culture and language as genuine occupational qualifications for the purposes of recruitment, performance and promotion.

Indigenous kinship

7.10. For the purposes of this **Agreement**, in relation to an **Indigenous staff** member, **immediate family** includes kinship relationships. The **parties** recognise that in **Indigenous** cultures, kinship extends beyond the nuclear family to encompass a broad network of relationships including ceremonial, community, and cultural ties. A person may have multiple mothers, fathers, siblings, aunties, and uncles, reflecting a relational rather than hierarchical social structure.

Indigenous contact person

7.11. The **University** will establish an **Indigenous**-identified position within the People and Culture Division to act as a point of contact for **Indigenous staff**.

8 Work Health and Safety

8.1. In all matters relating to health and safety, the **University** will comply with relevant legislation and statutory requirements.

Health and safety representatives

8.2. The responsibilities and functions of elected health and safety representatives will be taken into account by their **manager** when determining their workloads.

Training for health, safety, and other compliance

8.3. The **University** will ensure that adequate time is provided for training for **staff** who are elected health and safety representatives.

Part C: Employment under this Agreement

9 Types of Employment

9.1. Employment at the **University** will be as follows:

(a) Continuing employment (clause 10, Continuing Employment);

(b) Continuing (**contingent funded**) employment (clause 11, Continuing (Contingent Funded) Employment);

(c) Fixed-term employment (clause 12, Fixed-Term Employment);

(d) Casual employment (clause 13, Casual Employment); or

(e) **Senior Manager** employment (clause 14, Senior Manager Agreements).

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

9.3. Upon engagement, the **University** will provide each **staff** member with a contract of employment that sets out the type of employment being offered and terms of their engagement including:

(a) for **staff** other than **casual staff**:

i. the classification level and salary of the **staff** member on commencement of the employment;

ii. the hours or the fraction of full-time hours to be worked; and

iii. where the employment includes a **probation** period, the length and terms of the **probation**;

(b) for a fixed-term **staff** member, the fixed-term category the **staff** member has been engaged under, and where the employment is contingent on **contingent funding**, details of the initial source of that funding;

(c) for a continuing (**contingent funded**) **staff** member, details of the initial source of the **contingent funding**;

(d) for **casual staff**:

i. the duties required; and

ii. the classification level and/or rate of pay for each class of duty required;

(e) for **academic staff** employed on a continuing or fixed-term basis, the academic profile of their engagement (i.e. Education Focused; Education Research or Research Focused)

(f) other main conditions of employment including the duties and reporting relationships to apply upon appointment.

Additional employment

9.4. Nothing in this **Agreement** prevents a **staff** member from being employed under an additional employment contract for work with the **University** which is unrelated and identifiably different from the **staff** member's initial employment consistent with **University** policy.

9.5. Any hours worked by a **staff** member under an additional employment contract do not account towards ordinary hours or overtime in the **staff** member's other appointment(s).

10 Continuing Employment

10.1. Continuing employment means all employment other than fixed-term and casual employment. A continuing appointment is made for an indefinite period and may be full-time or part-time.

11 Continuing (Contingent Funded) Employment

11.1. Continuing (**contingent funded**) employment refers to continuing employment that is substantially funded by **contingent funding**. Such employment has no fixed end date.

11.2. It is not the intention of this clause that the conditions of employment of a continuing (**contingent funded**) **staff** member employed in continuing (**contingent funded**) employment be worse than had they been employed on a fixed-term position subject to **contingent funding**.

Appointment to continuing (contingent funded) employment

11.3. An **academic staff** member or **professional staff** member who would otherwise be appointed to a fixed-term position, in accordance with sub-clause 12.2(b) (fixed-term research employment) may at the discretion of the **University** be appointed to a continuing (**contingent funded**) position where the majority of the funding that supports the position is **contingent funding**.

11.4. An existing fixed-term **academic staff** member or **professional staff** member will be eligible for an offer of continuing (**contingent funded**) employment, where:

(a) they have been appointed for a continuous period of at least three (3) years in a fixed-term position (or positions) in accordance with sub-clause 12.2(b) (fixed-term research employment) where the majority of the funding that supports the position is **contingent funding**;

(b) they are engaged on a second or subsequent fixed-term contract; and

(c) reasonable grounds for withholding the offer do not apply.

11.5. Reasonable grounds for withholding the offer may include:

(a) the **University** reasonably believes the **contingent funding** that supports the **staff** member's appointment is not likely to continue beyond a period of six (6) months;

(b) the **staff** member has been the subject of disciplinary proceedings or disciplinary action or has otherwise not performed satisfactorily in their position;

(c) the **staff** member is performing work which is genuinely temporary or predominantly related to discontinued or discontinuing programs or a disciplinary area that is not actively being pursued by the **University**; or

(d) the **staff** member is a student, their status as a student was the primary reason for the appointment.

11.6. The following provisions do not apply to **staff** on continuing (**contingent funded**) employment:

(a) the managing change consultation provisions of clause 52 (Consultation on Organisational Change), when funding for the continuing (**contingent funded**) position ceases;

(b) clause 59 (Redundancy and Redeployment). In the case of redundancy, the provisions set out in sub-clause 11.11 will apply;

(c) conditions applying to **staff** members employed on fixed-term contracts or employment schemes under clause 12 (Fixed-Term Employment); and

(d) clause 57 (Workplace Issue Resolution Procedures), to the extent that the issue relates to any decision to offer, not offer, continue or terminate continuing (**contingent funded**) employment.

Conversion from continuing (contingent funded) employment

11.7. A **staff** member on a continuing (**contingent funded**) employment contract under this clause 11 (Continuing (Contingent Funded) Employment) may request and will be offered their current employment on a continuing basis where at the time of entering the contract:

(a) the work to be performed did not fall into the fixed-term research category as set out in sub-clause 12.2(b) (research fixed-term employment) (or where applicable, the corresponding clause under the **Former Agreement**); and

(b) no other reason for employment on a fixed-term basis under sub-clause 12.2 (Fixed-Term Employment) (or where applicable, the corresponding clause under the **Former Agreement**) applied.

Cessation of continuing (contingent funded) employment

11.8. The **University** will not terminate the employment of a **staff** member on continuing (**contingent funded**) employment unless:

(a) the **contingent funding** that supports the position ceases or is reduced to a significant extent, such that it is no longer reasonable for the **University** to sustain the position; or

(b) the inherent nature of the work required has changed significantly and the skills and experience of the **staff** member will not enable them to complete the requirements of the position; or

(c) termination is under the **probation** or disciplinary provisions of this **Agreement**.

11.9. Where there is a reasonable expectation the funding that supports a **staff** member's continuing (**contingent funded**) position is unlikely to continue, the **University** will consider reasonable options to avoid the employment ceasing.

11.10. Where the funding that supports a **staff** member's continuing (**contingent funded**) employment ceases:

(a) the **University** may consider whether to provide an alternative funding source to support the **staff** member's employment for a specified period;

(b) the **University** may transfer the **staff** member to another equivalent position;

(c) if the **University** does not allocate an alternative funding source or a transfer does not occur, the **staff** member will be provided with notice of termination of employment in accordance with clause 62 (Termination of Employment – Notice). The **University** may, at its discretion, choose to make a payment in lieu of notice.

(d) if an application for renewal of the **contingent funding** for the position is still pending, the period of employment may continue for any period of paid leave the **staff** member is entitled to and thereafter, at the discretion of the **University**, to unpaid leave to retain the employment relationship until a decision on the **contingent funding** is made. Payment of redundancy and leave may be delayed for up to nine (9) weeks to facilitate continuation of service;

(e) if, during the notice period the **contingent funding** for the position is renewed, the notice period ceases to apply and employment continues; or

(f) at the end of the notice period (and any such approved leave in accordance with sub-clause 11.10(d)), the employment relationship will cease and the redundancy payment in accordance with sub-clause 11.11 will be made to the **staff** member.

11.11. If a continuing (**contingent funded**) **staff** member's employment is terminated for reason of redundancy, the **staff** member will be provided notice in accordance with clause 62 (Termination of Employment – Notice) and a redundancy payment, calculated as follows:

Period of continuous service	Redundancy pay
Less than 1 year	2 weeks' pay
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and above	16 weeks' pay

11.12. Redundancy payments will not be made where the **staff** member:

(a) declines further employment or a reasonable offer of redeployment where funding for their position ceases;

(b) resigns; or

(c) secures the same or similar employment with another employer associated with the **contingent funding** of the position.

11.13. Notwithstanding the above, at the discretion of the Executive Dean or **senior manager**, a **staff** member may be continued in their current position or appointed to a new continuing (**contingent funded**) position using internal funds, where:

(a) the use of internal funding is for a limited period;

(b) the area has a reasonable expectation that alternative **contingent funding** or a continuing appointment will become available; and

(c) the alternative would be the separation of the existing **staff** member from their position with the **University**.

12Fixed-Term Employment

12.1. Fixed-term employment is employment for a specified duration or ascertainable period. The contract of employment will specify the commencement and end dates of the employment, or instead of an end date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will end. There is no expectation of continuing employment.

Types of fixed-term employment

12.2. The use of fixed-term employment will be limited to the employment of a **staff** member engaged on work activity that comes within the description of one or more of the following categories:

(a) *Specific task or project* means:

i. a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame; and/or

ii. a period of employment provided for from **contingent funding**.

(b) *Research* means work activity by a **staff** member engaged in research only functions for a contract period not exceeding five (5) years.

(c) *Replacement employee* means a **staff** member:

i. undertaking work activity replacing a full-time or part-time **staff** member for a definable period for which the replaced **staff** member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

ii. performing the duties of:

- a vacant position for which the **University** has made a definite decision to fill, and has commenced recruitment action; or
- a position where the normal occupant is performing higher duties pending the outcome of recruitment action initiated by the **University** and in progress for that vacant higher duties position,

until a full-time or part-time **staff** member is engaged for the vacant position or vacant higher duties as applicable.

(d) *Recent Professional Practice*

Where a curriculum in professional or vocational education requires that a **staff** member has recent practical or commercial experience, the **staff** member may be engaged for a fixed-term period not exceeding two (2) years.

(e) *Pre-retirement*

Where a full-time or part-time **staff** member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.

(f) *Student employment*

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another category in sub-clauses

12.2, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

i. a fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

ii. an offer of fixed-term employment under sub-clause 12.2(f) must not be made on the condition that the person offered the employment undertake the studentship.

(g) *Temporary Backfill Employee* means a **staff** member:

i. principally performing the allocated teaching duties of another **staff** member who is undertaking research or scholarship work, as part of a **teaching buy-out** arrangement for a definable period; or

ii. undertaking work activity replacing a full-time or part-time **staff** member for a definable period for which the replaced **staff** member is performing temporary higher duties or temporarily on a reduced time-fraction.

(h) *Graduate Employment Scheme*

Where the **University** offers up to twelve (12) months fixed-term employment to recent university graduates, provided no more than ten (10) graduate **staff** members are in place at any one time and only one contract can be offered to each graduate under this sub-clause 12.2(h).

(i) *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 **staff** member's position or substantially the same position continue beyond a period of two (2) years, the **staff** member will be offered that work on a continuing basis; and

ii. should a continuing position not be offered under sub-clause 12.2(i)i, upon request by the **staff** member, the **University** will make reasonable attempts to identify other employment opportunities within the **University**.

(j) *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 12.2(j), 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 two (2) years. An area of work ceases to be a new area of work after two (2) 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 **staff** member's performance since appointment.

(k) *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 12.2(k) is not to be used to create a precedent for any further agreement(s).

12.3. Fixed-term employment under the following sub-clauses may only be extended or renewed once, and the total duration of the initial term together with any extension or renewal must not exceed two (2) years:

(a) 12.2(g) (Temporary Backfill Employee)

(b) 12.2(h) (Graduate Employment Scheme)

(c) 12.2(i) (Organisational Change)

(d) 12.2(j) (Convertible fixed-term)

(e) 12.2(k) (Case by Case basis)

Notice of expiry of contract

12.4. The **University** will give a fixed-term **staff** member, other than a **staff** member described in sub-clause 12.2(e), four (4) weeks' written notice of the expiry of the contract.

12.5. Upon the receipt of the notice, the relevant **manager** and **staff** member will meet to discuss whether further employment is likely to be offered including any other potential future employment opportunities.

Conversion from fixed-term to continuing employment

12.6. A **staff** member on a fixed-term contract under clause 12 (Fixed-Term Employment) may request and will be offered their current employment on a continuing basis where sub-clauses 12.6(a) or 12.6(b) apply:

(a) At the time of entering the fixed-term contract:

i. the work to be performed did not fall into one of the fixed-term categories as set out in clause 12 (Fixed-Term Employment) (or where applicable, the corresponding clause under the Former Agreement); and

ii. no other reason for employment on a fixed-term basis under clause 12 (Fixed-Term Employment) (or where applicable, the corresponding clause under the **Former Agreement**) applied.

(b) The **staff** member is employed contrary to the limitations in sub-clause 12.3 in that they are employed under the sub-clauses listed in sub-clause 12.3, and:

i. their contract has been extended or renewed more than once; or

ii. the total duration of their initial term together with any extension or renewal exceeds two (2) years.

Severance payment

12.7. A fixed-term **staff** member whose contract of employment is not renewed will be entitled to a severance payment in accordance with sub-clause 12.9 if:

(a) the **staff** member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in sub-clauses 12.2(a) (Specific Task or Project) or 12.2(b) (Research), and the same or substantially similar duties are no longer required by the **University**; or

(b) the **staff** member is employed on a fixed-term contract to do work required for the circumstances described in sub-clauses 12.2(a) (Specific Task or Project) or 12.2(b) (Research) 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.

12.8. Sub-clause 12.9 (Severance Payment) does not apply to a **staff** member who returns to their substantive employment after a period of secondment or similar arrangement.

Severance pay rates

12.9. 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

12.10. In circumstances where:

(a) a fixed-term **staff** member is engaged for a specific task or project as set out in sub-clause 12.2(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 **staff** member 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 sub-clause 12.9.

12.11. The maximum severance payment under sub-clause 12.10 will be 52 weeks.

13 Casual Employment

13.1. Casual employment refers to the employment of **staff** meeting the definition of 'casual employee' given by section 15A of the **Act**.

13.2. The following clauses or parts do not apply to **casual staff**:

(a) clause 15 (Probation Period)

(b) clause 16 (Recognition of Prior Service)

(c) clause 20 (Incremental Salary Progression)

(d) clause 23 (Allowances)

(e) clause 25 (Academic Staff Workloads)

(f) clause 26 (Academic Staff Availability)

(g) clause 28 (Overtime and Time Off in Lieu – Professional Staff)

(h) clause 29 (Shiftwork – Professional Staff)

(i) clause 30 (Emergency Duty and On-call Duty – Professional Staff)

(j) clause 31 (Professional Staff Workloads)

(k) clause 50 (Minimum Standards for Academic Levels (MSALs))

(l) Part J – Ending Employment

(m) Schedule 3 – Minimum Standards for Academic Levels (MSALs)

13.3. **Casual staff** are entitled to paid leave under:

(a) clause 36 (Long Service Leave)

(b) clause 38 (Parental Leave)

(c) clause 39 (Family and Domestic Violence Leave)

13.4. The provisions of Part F (Leave Provisions) will apply to **casual staff**, subject to the following:

(a) **casual staff** will have no entitlement to paid leave under clauses 34 (Public Holidays and End of Year Closedown); 35 (Recreation Leave); 37 (Personal and Carer's Leave); 40 (Cultural and Community Leave); and 41 (Life Events Leave);

(b) **casual staff** will be entitled to unpaid leave, subject to the same evidentiary requirements as apply to paid leave entitlements for **staff**, under clauses 37 (Personal and Carer's Leave); 40 (Cultural and Community Leave); and 41 (Life Events Leave);

(c) The entitlements of **casual staff** to leave under clauses 36 (Long Service Leave); and 38 (Parental Leave); and 39 (Family and Domestic Violence Leave) are set out in those clauses.

Conditions of employment for casual staff

Casual academic staff

13.5. The following employment conditions apply to **casual academic staff**:

(a) a **casual academic staff** member is employed on a casual basis by the hour and paid on an hourly basis. Casual academic rates of pay are set out in Schedule 2 (Casual Rates of Pay) of this **Agreement**. The rates in Schedule 2 (Casual Rates of Pay) specify a casual loading of 25 per cent. The casual loading is paid to the **casual academic staff** member in lieu of benefits provided under this **Agreement** to **staff** members who are not **casual staff** as outlined in sub-clauses 13.2 to 13.4;

(b) a **casual academic staff** member must be engaged and paid for a minimum period of two (2) hours per occasion they are required to attend a **University** workplace by the **University**. This period is inclusive of any incorporated time and payment for preparation or associated working time already provided for or assumed to

be included in the casual academic rates or descriptors outlined in Schedule 2 (Casual Rates of Pay) of this **Agreement**;

(c) **casual academic staff** may have their employment terminated by the **University** on giving one (1) weeks' notice or by the **University** providing payment for the **staff** member's scheduled hours within the week in lieu of notice;

(d) **casual academic staff** will be given access to a desk, electronic communication and photocopy facilities where these items are necessary for the efficient performance of duties;

(e) **casual academic staff** are not authorised to convene graduate courses; and

(f) **casual academic staff** should not be appointed as a unit coordinator. Exceptions may apply in genuinely temporary circumstances (e.g. temporarily replacing an assigned unit coordinator who is unexpectedly unavailable due to illness) for a short period. The **casual academic staff** will be paid at the appropriate Rate P and/or Rate Q.

13.6. During the nominal term of this **Agreement**, the **University** will not increase the proportion of **casual academic** employment, measured on an FTE basis, relative to the **University**'s total academic workforce FTE, by more than one (1) percentage point compared to the position at 31 March 2026.

(a) The proportion will be measured at 31 March each year; and

(b) The measurement will be reported to the **NTEU** by no later than 30 April of the same year referred to in sub-clause 13.6(a).

13.7. Where the proportion of **casual academic** employment at the **University** exceeds the proportion specified in sub-clause 13.6 by more than one (1) percentage point, the **University** will **consult** with the **NTEU** regarding appropriate measures to reduce the proportion of **casual academic** employment to within the required level. The **University** will implement measures to achieve compliance with sub-clause 13.6. Such measures may include:

(a) the conversion of **casual academic staff** to fixed-term positions established in accordance with the fixed-term employment provisions of this **Agreement**;

(b) the creation of additional continuing positions or fixed-term positions in accordance with the fixed-term employment provisions of this **Agreement**, including consideration of suitably qualified **casual academic staff** for such positions;

(c) workforce planning initiatives; and/or

(d) measures aimed at reducing reliance on **casual academic** employment.

For the avoidance of doubt, the selection of any **staff** member for conversion or appointment under this sub-clause 13.7 is at the **University**'s discretion, having regard to operational requirements, workforce needs, merit and the requirements of the position.

13.8. Following **consultation** under sub-clause 13.7, the **University** will provide the **NTEU** with a written update outlining the measures the **University** has determined to implement. The **University** will provide a further update within six (6) months on the implementation of those measures and, where available, any measurable impact of those measures on the proportion of **casual academic** employment.

Casual professional staff

13.9. The following employment conditions apply to **casual professional staff**:

(a) **casual professional staff** are engaged and paid on a casual basis by the hour with hours of work rounded-up to the nearest 15 minutes. Time worked by a **casual professional staff** member includes time participating in

approved training as directed by their **manager**. Casual professional rates of pay are set out in Schedule 2 (Casual Rates of Pay) of this **Agreement**. The rates in Schedule 2 (Casual Rates of Pay) specify a casual loading of 25 per cent. The casual loading is paid to the **casual professional staff** member in lieu of benefits provided under this **Agreement** to **staff** members who are not **casual staff**.

(b) where scheduled for further work, the employment of a **casual professional staff** member may be terminated on giving one (1) working days' notice or payment for seven (7) hours' work instead of notice.

(c) **casual professional staff** will be engaged for the following minimum periods, unless otherwise agreed to meet their personal circumstances:

Current students of the **University** who are engaged to perform work on any Monday to Friday during the main teaching weeks of the **University**, other than public holidays as applied at the **University**	1 hour
Staff with a primary occupation at the **University** or elsewhere outside the **University**	1 hour
All others	3 hours

(d) Overtime will be payable to **casual professional staff** in respect of work:

i. in excess of seven (7) hours, on any one day; or

ii. performed outside the ordinary hours as defined in clause 27 (Hours of Work – Professional Staff).

(e) Where overtime is payable, the casual loading will not be payable and a **casual professional staff** member will be entitled to receive the casual overtime rates as set out below:

i. Weekday and Saturday overtime, other than a public holiday – time and a half (150%) for the first three (3) hours and double time (200%) thereafter;

ii. Sunday overtime, other than a public holiday – double time (200%); or

iii. Public holiday overtime – double time and a half (250%).

Casual staff conversion to continuing employment

13.10. **Casual staff** are eligible to make an application for conversion to continuing employment in accordance with the **Act**.

Performance and development

Mandatory training

13.11. In a **casual staff** member's first year of employment at the **University**, access to sufficient paid time will be provided for by the **University** for the purpose of completing the required **University** mandatory training. **Casual professional staff** will be provided time to complete mandatory training during, directly before or directly after a shift.

13.12. In each subsequent year of employment, a **casual staff** member will be provided access to sufficient paid time where they are required to complete any additional mandatory training.

13.13. The **casual professional staff** member will be paid at their relevant **ordinary hourly pay rate**, or in the circumstance of a **casual academic staff** member, at the rate for other required academic activity.

Professional development

13.14. **Casual staff** will be provided access to paid professional development as follows:

Category	Eligibility	Criteria	Professional Development
Casual academic staff	Employed to deliver at least twelve (12) hours of teaching (lectures or tutorials) in a single **teaching period**.	First year of employment	• one (1) hour for induction; and • two (2) hours for teaching and learning best practice scholarship
		Subsequent years of employment	Up to three (3) hours for relevant professional development activities per calendar year.
	Employed to deliver teaching in at least two (2) **teaching periods** in a calendar year.	Has discussed and agreed the professional development activity with their **manager**	Up to an additional three (3) hours, to participate in relevant **University**-organised short courses, workshops, webinars, or training sessions that are relevant to their duties and subject to operational requirements per calendar year.
Casual professional staff	Has worked at least 105 hours in the preceding three (3) months.	Has discussed and agreed the professional development activity with their **manager**	Up to three (3) hours, to participate in relevant **University**-organised short courses, workshops, webinars, or training sessions that are relevant to their duties and subject to operational requirements per calendar year.

13.15. To claim payment, the **casual staff** member must provide evidence that the professional development activity has been undertaken.

13.16. **Casual staff** will be paid:

(a) the appropriate rate for other required academic activities as specified in Schedule 2 (Casual Rates of Pay), with a minimum of two (2) hours payable where attendance at the **University** workplace is required for **casual academic staff**; or

(b) at their substantive casual rate in accordance with Schedule 2 (Casual Rates of Pay) and sub-clause 13.9(c) (casual professional staff employment) for **casual professional staff**.

14Senior Manager Agreements

14.1. The following **staff** members may be offered employment on a **senior manager** agreement:

(a) **Academic staff** member employed in a managerial position where their total remuneration is 20 per cent or more above the total remuneration applicable to a Level E.

(b) **Professional staff** member where their total remuneration is above the total remuneration applicable to a UC Level 10 Step 3.

14.2. For the purpose of this clause 14 (Senior Manager Agreements), total remuneration means the sum of salary and superannuation.

14.3. A **staff** member may hold a **senior manager** position substantively or on a temporary basis.

14.4. The **University** will not appoint any **professional staff** at UC Level 11 or 12 under the life of this **Agreement**. **Staff** members who are appointed to positions with a salary above UC Level 10 Step 3 during the life of this **Agreement** may be engaged under a **senior manager** agreement.

14.5. Where a **staff** member enters into a **senior manager** agreement pursuant to this clause 14 (Senior Manager Agreements), the following clauses or parts of this **Agreement** will not apply to the employment covered by the **senior manager** agreement:

(a) clause 12 (Fixed-Term Employment);

(b) clause 13 (Casual Employment);

(c) clause 15 (Probation Period);

(d) clause 19 (Salary Increases);

(e) clause 20 (Incremental Salary Progression);

(f) clause 22 (Superannuation);

(g) clause 23 (Allowances);

(h) clause 57 (Workplace Issue Resolution Procedures), for the purposes of raising a grievance;

(i) Part E (Working Hours and Workloads);

(j) Part H (Performance and Career); and

(k) Part J (Ending Employment).

15Probation Period

15.1. At the time of commencing employment, the **University** may require a **staff** member to undertake a **probation** period, as follows:

(a) continuing **academic staff** – up to two (2) years;

(b) fixed-term **staff** member where the fixed-term period is three (3) years or greater – six (6) months;

(c) fixed-term **staff** member where the fixed-term period is less than three (3) years but greater than one (1) year – three (3) months; or

(d) continuing **professional staff** – six (6) months.

15.2. A continuing **academic staff** member's **probation** period may be extended by the **University** to a total period of up to three (3) years. Any decision to extend **probation** will be communicated to the **staff** member in writing prior to the expiry of the current **probation** period and will include the reason/s for the extension.

15.3. A **staff** member's employment will be subject to only one (1) period of **probation**. Any second or subsequent period of employment with the **University** will not contain a **probation** period unless the new position is fundamentally different from that previously occupied.

15.4. A **staff** member will be advised of, and given an opportunity to make response to, any adverse material about the **staff** member which the **University** intends to take into account in a decision to terminate the employment upon or before the expiry of the period of **probation**.

15.5. A **staff** member's employment may be terminated by the **University** upon or before the expiry of the **staff** member's period of **probation** by giving two (2) weeks' notice for a **professional staff** member or three (3) months' notice for an **academic staff** member.

15.6. Clauses 63 (Managing Performance) and 64 (Handling Misconduct and Serious Misconduct) do not apply to **staff** during their **probation** period.

15.7. All actions of the **University** under clause 15 (Probation Period) will be final and not subject to further appeal, grievance, dispute, or challenge under this **Agreement**, except that nothing in this clause will be construed as excluding the operation of the **Act** or the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

15.8. The **University** may, at its absolute discretion, elect to make a payment in lieu of all or any part of the notice period required under clause 15 (Probation Period).

16 Recognition of Prior Service

16.1. The **University** will recognise prior service with other publicly funded Australian universities for the purpose of qualifying for access to long service leave and for the recognition of personal leave, in accordance with the provisions of this clause 16 (Recognition of Prior Service).

16.2. The **University** will recognise up to 90 days long service leave accrual and up to 25 days personal 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 provided:

(a) the **staff** member applies to the **University** for recognition of prior service within twelve (12) months of starting at the **University**. If a **staff** member does not meet the twelve (12) month claim period and the **staff** member was not informed about the right to claim, the **University** will consider whether a reasonable extension of time should be granted; and

(b) any long service leave already taken (or paid in lieu) by the previous employer will be deducted from the entitlement to be recognised. However, such periods will not break continuity of service for the purpose of calculating any subsequent entitlement to long service leave.

16.3. If the **staff** member ceases employment with the **University** and recommences with the **University** within 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 the period between cessation and recommencement, and any long service leave already paid in lieu by the **University** will be deducted from the entitlement to be recognised.

Part D: Salary and Allowances

17Salary Payments

17.1. The **University** will make fortnightly salary payments (in arrears) through electronic funds transfer. **Casual staff** 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**.

17.2. The **University** will permit pay in advance only in circumstances it deems exceptional or as otherwise provided for in this **Agreement**.

17.3. Recreation leave loading will not be payable as all salaries have incorporated this loading.

18Salary Packaging

18.1. Continuing and fixed-term **staff** 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.

18.2. **Casual staff** may opt to have salary converted to superannuation, consistent with **University** policy.

19Salary Increases

19.1. The salary rates prescribed in Schedule 1 (Staff Salaries) and Schedule 2 (Casual Rates of Pay) of this **Agreement** will be increased in accordance with this clause 19 (Salary Increases) over the nominal life of the **Agreement**.

19.2. Salary increases under this clause 19 (Salary Increases) will only apply to **staff** members covered by this **Agreement** and this clause 19 (Salary Increases) at the relevant operative date.

19.3. The salary rates set out in the schedules will be increased by the percentages specified below, effective from the **FFPPOA** the dates specified.

FFPPOA Date	Salary Increase
Staff voting in favour of the Agreement	1.5%
1 January 2027	3.0%
1 January 2028	3.5%
1 January 2029	3.5%
1 January 2030	3.0%

20 Incremental Salary Progression

20.1. **Staff** 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.

20.2. Incremental step progression will occur on the twelve (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.

20.3. Notwithstanding sub-clause 20.2, an incremental step progression date may be adjusted to account for certain circumstances, including:

(a) periods of unpaid leave of three (3) months or longer (except where the unpaid leave is approved parental leave taken in accordance with clause 38 (Parental Leave));

(b) unapproved absences (except for the purpose of protected industrial action); or

(c) where the **staff** member's performance and/or behaviour has resulted in 'Disciplinary Action' in accordance with clause 63 (Managing Performance), clause 64 (Handling Misconduct and Serious Misconduct) or clause 65 (Breaches of the Research Code) of this **Agreement**.

20.4. Nothing in this clause prevents the **University** from paying multiple increment steps for outstanding performance in circumstances determined by the **University**.

21 Overpayments

21.1. Where a **staff** member owes a debt or is overpaid an amount of salary or other remuneration, the **University** will notify the **staff** member who may authorise the **University** to deduct the amount of the overpayment or debt from the next available pay. The **University** and the **staff** member may agree, in writing, on deduction by instalment to recover the overpayment or debt. The **University** will not refuse a reasonable repayment plan if requested by the **staff** member.

21.2. If no agreement is made within two (2) pay periods from notification of the overpayment or debt, the **staff** member 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 ten (10) per cent of the total salary instalment payable; or

(b) in instalments equivalent to ten (10) per cent of the total salary instalments, from the next available pay period, until the debt is repaid.

21.3. The **staff** member 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 **staff** member and the **University** had previously agreed to deduction of the overpayment by instalment.

21.4. Where the overpayment or debt is discovered after cessation of employment or after payment of any final entitlements, the **staff** member must repay the amount to the **University** on receipt of an invoice from the **University**.

22 Superannuation

22.1. All new and existing **staff** (other than **casual staff**) will be entitled to receive employer superannuation contributions of 17 per cent.

22.2. From the commencement of this **Agreement** the **University** will make compulsory employer superannuation contributions for **casual staff** in accordance with the applicable legislation, at a minimum of twelve (12) per cent of ordinary time earnings, increasing as follows:

(a) 13 per cent from the **FFPPOA** 1 January 2027;

(b) 14 per cent from the **FFPPOA** 1 January 2028;

(c) 15 per cent from the **FFPPOA** 1 January 2029; and

(d) 17 per cent from the **FFPPOA** 1 January 2030.

22.3. **Staff** may nominate to have their superannuation contributions paid into any complying superannuation fund of their choice provided the fund meets all appropriate legislative requirements.

22.4. **Staff** 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.

22.5. For new and existing **staff** 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 22.4, 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 **staff** member has a stapled fund.

23 Allowances

Higher duties allowance

23.1. **Staff** 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 a **staff** member 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. A **staff** member 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.

First aid and fire warden allowances

23.5. A **staff** member who is appointed as a first aid officer or fire warden will be paid a fortnightly allowance as follows:

Level	Allowance
First Aid Level 2 (Senior); or **First Aid Level 3 (Advanced).**	$855.30 per annum.
Occupational First Aid Certificate; or **Registered Nurse.**	$997.75 per annum.
Fire warden	$855.30 per annum.

23.6. Entitlement to the first aid allowance will lapse when a **staff** member does not maintain the currency of the qualification as required by the accrediting authority or if the **University** informs a **staff** member in writing that the **staff** member is no longer required to be available to perform first aid.

23.7. Entitlement to the fire warden allowance will lapse when a **staff** member does not maintain the currency of warden training as required by the **University**; the **staff** member informs the **University** that they no longer wish to be a fire warden; or when the **University** informs a **staff** member in writing that the **staff** member is no longer required to be available to perform fire warden duties.

23.8. 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.

23.9. Where a **staff** member has an approved flexible working arrangement under which they will work remotely, their first aid or fire warden allowance will be reduced on a pro-rata basis. The **University** may, at its discretion, rescind the **staff** member's appointment as a first aid officer or fire warden if the **University** considers that the **staff** member's flexible work arrangement is incompatible with performance of their duties as a first aid officer or fire warden.

23.10. Any first aid or fire warden allowance will be deducted pro rata for each day that a **staff** member is approved to work remotely under an approved flexible working arrangement; or is working remotely in accordance with clause 26 (Academic Staff Availability)

23.11. A **staff** member may not hold first aid officer and fire warden appointments concurrently.

23.12. First aid and fire warden allowances will be increased in accordance with the salary increases payable under this **Agreement**.

High performance allowance

23.13. A **staff** member who has reached the last step of their classification may apply for a high-performance allowance of between two (2) per cent and four (4) per cent, for performance that is above the required standard. This allowance is

approved for the twelve (12) month period following the assessment, commencing from the **FFPPOA** 1 January. The **University** will only allocate a high-performance allowance following:

(a) confirmation the **staff** member has an approved performance and development plan recorded in the **University** endorsed system;

(b) a recommendation by the **staff** member's **manager** and endorsement by the relevant Executive Dean or **senior manager**;

(c) an assessment of the application by the central committee; and

(d) consideration of whether the application of performance standards is fair and equitable.

23.14. Where a **staff** member is appointed to or acting in a higher classification, any entitlement to a high-performance allowance will cease from the date the appointment takes effect.

24Loss or Damage to Personal Effects

24.1. **Staff** will be reimbursed for the reasonable cost of repair or replacement of the **staff** member's personal effects lost or damaged due to lack of reasonable care by the **University** or other **staff** in the performance of their duties.

Part E: Working Hours and Workloads

25Academic Staff Workloads

25.1. The **University** is committed to providing a safe and supportive workplace environment for **academic staff**.

25.2. The **University** recognises academic work encompasses education, research and scholarship, and service (which includes leadership, management, administration and civic engagement).

25.3. The **University** will ensure academic leaders are aware of the requirements in relation to managing and allocating workloads and **academic staff** are advised of the workload allocation provisions of this **Agreement**.

Hours of work

25.4. A full-time **academic staff** member will be allocated a maximum annual workload of 1700 hours as follows:

Hours of Work	
A full-time annual workload, based on an average allocation of 37.5 hours per week	1950 hours
Less four (4) weeks recreation leave	150 hours
Less Public Holidays and End of Year Close-down (in accordance with clause 34, Public Holidays and End of Year Close-down)	100 hours
Total Workload Allocation	1700 hours

25.5. A part-time **academic staff** member will be allocated an annual workload on a pro-rata basis. All measures referred to in this clause will be adjusted appropriately for part-time **academic staff**.

25.6. Workload allocations will be adjusted in appropriate circumstances such as planned absences from the workplace (for example, parental leave).

Areas of academic work

25.7. Academic workloads will be allocated across the three dimensions of education, research and scholarship, and service (including leadership, management, administration and civic engagement). For the purpose of allocating workloads, the **University** recognises a range of work and activities within these dimensions:

Dimension	Activities
Education	Activities primarily concerned with teaching, learning, assessment, and student academic support, including but not limited to:

Dimension	Activities
	• Preparation of education materials, including curriculum development, learning and engagement activities, for all modes of delivery; • Delivery of education across all modes of unit and course delivery; • Delivery of applied education activities (for example workshops, tutorials, simulation and laboratories); • Development, delivery and supervision of coursework projects and placements, including work-integrated learning units; • Development, delivery and supervision of honours and postgraduate projects and placements; • All aspects of student assessment, including design, delivery, marking and moderation and academic integrity processes; • Appropriate integration of technology, pedagogical evidence and innovative approaches into education design and delivery; • Student consultation and support related to learning; • Course or unit coordination; • Monitoring, reviewing and improving unit and course performance; and • Any other duties which manifestly constitute education.
Research and Scholarship	Activities primarily concerned with the creation, advancement, application, or dissemination of knowledge and creative work, including but not limited to: • Undertaking research for publication or dissemination; • Preparation, translation, and dissemination of research outcomes for community, territory, national, or international impact; • Creative practice (where it constitutes original research or scholarly output); • Presenting research papers and creative works at national and international conferences; • Engaging in activities on the UC's research pathway to impact; • Preparing and submitting funding bids and grant applications; • Undertaking and managing research projects; • Research administration; • Activities aimed at consolidating and extending systematised knowledge in a **staff** member's discipline, including those related to pedagogical and academic discipline-area innovation; • Application of scholarly and research expertise to innovation and invention, with appropriate involvement in the commercialisation of outcomes; • Research-related commercial projects and consultancies (other than approved outside work) undertaken on behalf of the **University**; • Scholarly evaluation of teaching at the unit or course level; and • Any other duties which manifestly constitute research or scholarship.
Service	Activities that support the leadership, management, administration, and civic engagement functions of the **University**, including but not limited to: • Unassigned and formal management and leadership duties; • Leadership of teaching and research teams; • Membership and/or chairing of **University** committees; • Activities related to the design, approval, review or accreditation of courses or units, including academic governance; • Attendance and participation at **University**/faculty/school/discipline meetings and days; • Attendance at **University** events, including open days and graduations; • Student recruitment, selection and recognition of prior learning processes; • Mentoring and coaching of **academic staff**;

Dimension	Activities
	• **University**-related community, industry, and civic engagement activities; • Commercial projects and consultancies (other than approved outside work) undertaken on behalf of the **University**; • Mandatory training, compliance and governance activities; • Administration duties not covered elsewhere; • Professional development activities; and • Any other duties which manifestly constitute leadership, administration, management and civic engagement.

25.8. In this clause, education delivery refers to activities involving direct and active engagement with students through teaching, supervision or other learning activities.

25.9. Education delivery will include lectures, tutorials, seminars, workshops, demonstrations, laboratory classes, studios, clinical or practicum sessions, supervision of student projects, and other comparable teaching and learning activities.

25.10. The University Academic Workload Model will identify which activities are treated as education delivery for workload purposes, including the treatment of technology-enabled, online and recorded educational content.

Workload allocations

25.11. The **University** may appoint **academic staff** into "education focused", "education research" or "research focused" academic positions. The academic profile of a position will be specified at the time of appointment and will not be changed without the agreement of the **staff** member.

25.12. At least 30 per cent of **academic staff** appointed into education focused positions within a calendar year must have been either **casual** or fixed-term **staff** members in the Australian higher education sector in the three (3) years before their appointment.

25.13. Each **academic staff** member will be allocated a workload consistent with the relevant faculty workload guideline and the academic profile (education focused; education research; research focused) of their engagement.

25.14. Unless otherwise agreed, the following Workload Allocations Table is applicable:

Academic Profile	Dimensions		
	Education	Research and Scholarship	Service
Education Focused	60 - 80%	10 - 20%	10 - 30%
Education Research	30 - 50%	30 - 50%	10 - 40%
Research Focused	0 - 20%	60 - 90%	10 - 30%

25.15. **Academic staff** holding a formal assigned management or leadership service position that attracts a service allocation of 30 per cent (or more) may be allocated to perform a mix of education, research and scholarship, and service duties that does not align to the percentages in the workload allocations table in sub-clause 25.14. **Academic**

staff employed in these positions are senior academics and appointed on the basis of their specialist academic skills or leadership.

25.16. **Academic staff** in their first year of employment at the **University** will be provided an allocation of 37.5 hours within their service allocation for familiarisation with systems, processes and onboarding.

25.17. **Indigenous academic staff** members will receive an allocation of five (5) per cent as a cultural contribution allocation as part of the service allocation. There is no expectation an **academic staff** member will hold formal responsibilities in relation to **Indigenous** matters as part of this allocation. This allocation is in addition to the minimum ten (10) per cent service allocation.

University Academic Workload Committee

25.18. A University Academic Workload Committee will be established within three (3) months of the commencement of this **Agreement** and will be responsible for developing and maintaining the University Academic Workload Model. The University Academic Workload Committee will include two **NTEU** nominees.

Faculty Academic Workload Committee

25.19. Within three (3) months of the commencement of this **Agreement**, the **University** will establish a Faculty Academic Workload Committee in each faculty. Each Faculty Academic Workload Committee will be responsible for developing and maintaining the Faculty Academic Workload Guidelines for that faculty and will include two (2) **NTEU** nominees.

University Academic Workload Model and Faculty Workload Guidelines

25.20. Within twelve (12) months of the commencement of this **Agreement**, the **University** will develop and maintain a University Academic Workload Model which establishes the principles, framework and parameters for the allocation of academic work across the **University**.

25.21. The University Academic Workload Model will:

(a) be consistent with the requirements of this clause 25 (Academic Staff Workloads);

(b) provide the framework and timeline for the development and review of Faculty Workload Guidelines; and

(c) support consistency, transparency and equity in workload allocation practices across the **University**.

25.22. Each faculty will develop and maintain Faculty Workload Guidelines which are consistent with the University Academic Workload Model and tailored to the nature of work within the relevant discipline areas.

25.23. Faculty Workload Guidelines will set out how academic work is to be allocated within the faculty, including the application of the workload allocation ranges and recognition of discipline-specific activities.

25.24. The University Academic Workload Model will be reviewed biennially. As part of this review the **University** will conduct a quantitative survey of **academic staff** consistent with the below:

(a) The survey will ask **academic staff** how long all the activities to be included in the University Academic Workload Model or Faculty Workload Guidelines typically take;

(b) The results of the survey will be published, and communicated to **academic staff** and the **NTEU**; and

(c) The results of the survey will be made available in an aggregated form, as well as disaggregated by Faculty and the largest Faculty sub-unit (e.g. a School).

25.25. Faculty Workload Guidelines will be reviewed following any changes to the University Academic Workload Model or otherwise on a biennial basis.

25.26. In developing and reviewing the University Academic Workload Model and Faculty Workload Guidelines, the **University** will engage in genuine **consultation** with **academic staff** and the **NTEU**, including:

(a) providing relevant information about proposed changes;

(b) inviting and considering feedback; and

(c) responding to the key issues raised, including identifying any changes made as a result of **consultation** or reasons where proposals are not adopted.

25.27. Any changes made to the University Academic Workload Model or Faculty Workload Guidelines will take effect in the following academic year.

25.28. Until the University Academic Workload Model and updated Faculty Workload Guidelines are finalised under this clause, the **University**'s existing faculty workload guidelines will continue to apply.

Workload Planning and Allocation

25.29. Workload allocation will be undertaken through a collegial and consultative process between **academic staff** and their **manager**s. The **University** will ensure the total work allocated to **academic staff** is equitable and the process of allocation is transparent.

25.30. The following principles apply to the allocation of academic workloads and may be relied upon by an **academic staff** member in any workload review under this clause 25 (Academic Staff Workloads):

(a) **academic staff** have sufficient and reasonable time to perform their allocated academic work activities;

(b) **academic staff** are not required to work excessive or unreasonable hours;

(c) **academic staff** are able to raise legitimate concerns relating to their work allocation and have those concerns properly considered;

(d) **academic staff** are reasonably able to take recreation leave;

(e) workloads are suitable to the **academic staff** member's level, stage of development and performance expectations as set out in the **University PEAS**; and

(f) **academic staff** are provided with sufficient time to establish or re-establish expertise in accordance with the **PEAS**, where they are returning from a formally assigned management or leadership service position, or periods of approved extended leave.

25.31. Education Focused **academic staff** will be offered a consecutive period of no less than 8 weeks in any 12-month period that does not include a requirement to undertake education delivery. Where approved leave falls within this period, the approved leave will neither break nor count towards the period and the period will be extended by the amount of approved leave.

25.32. Work allocation for an **academic staff** member will be determined by the Executive Dean (or their delegate) following **consultation** with the **academic staff** member and genuine consideration of their views, in accordance with the provisions of this clause and the relevant Faculty Workload Guidelines.

25.33. The Executive Dean (or their delegate), in **consultation** with the **academic staff** member, will as soon as practicable, plan for the forthcoming academic year and seek to reach a shared understanding of the anticipated:

(a) allocation of education, research and scholarship, and service duties;

(b) education delivery free periods; and

(c) recreation leave and other leave.

25.34. An **academic staff** member is normally expected to take recreation leave in periods where the **academic staff** member is not allocated education delivery activities and must obtain the approval of their **manager** before commencing recreation leave during a period of allocated education delivery activities.

25.35. A **manager** will not unreasonably withhold approval for recreation leave sought during the **academic staff** member's non-teaching periods.

25.36. The process of work allocation for an individual **academic staff** member will involve the following:

Education

(a) Education duties will be allocated to fall within the ranges set out in the Workload Allocations Table at sub-clause 25.14.

(b) **Academic staff** and their Executive Dean (or delegate) will discuss the best allocation for the **academic staff** member and the **University** for teaching across the academic year, in a manner that meets sub-clause 25.30.

Research and scholarship

(c) A research allocation will be determined on the basis of the **academic staff** member's research performance against the **PEAS** over the previous three (3) years.

(d) An **academic staff** member whose performance meets the applicable research **PEAS** over the previous three (3) years will maintain their research allocation. An **academic staff** member who either exceeds or does not meet their research **PEAS** will receive a research allocation that has a proportionate relationship with their research performance relative to opportunity.

(e) A research allocation will consider obligations to external partners and funding bodies.

(f) For an education focused **academic staff** member, a minimum of ten (10) per cent scholarship allocation will be provided.

(g) Notwithstanding the research allocation an **academic staff** member may receive under sub-clauses 25.36(c) to 25.36(f), the **University** may, with the **academic staff** member's written agreement, provide an **academic staff** member with an increased or reduced research allocation.

Service

(h) For all **academic staff**, a service allocation will reflect the agreed service activities, provided that a minimum of ten (10) per cent total allocation will be provided.

(i) **Indigenous academic staff** will receive an allocation of five (5) per cent as a cultural contribution allocation, for a minimum total service allocation of 15 per cent in accordance with sub-clause 25.17.

Workload Allocation Requirements

25.37. The following requirements apply to the allocation of academic workloads:

(a) Teaching prior to 8:00am, after 9:30pm, or on weekends, will only be allocated with the agreement of the **academic staff** member;

(b) An education focused **academic staff** member will not be required to undertake education delivery across more than 36 weeks in an academic year and an education research **academic staff** member will not be required to undertake education delivery across more than 28 weeks in an academic year;

(c) Non-**contemporaneous marking** will normally be limited to a maximum allocation of 100 hours per **teaching period**. Where this is exceeded, the **staff** member will be provided with appropriate marking relief;

(d) An education research **academic staff** member will be provided with at least one (1) day per week free from education delivery during each **teaching period**, unless otherwise agreed;

(e) Prior to the finalisation of a workload allocation, **academic staff** will be provided with the opportunity to discuss their allocation and may propose further adjustments, having regard to their discipline area and teaching across the academic year;

(f) An **academic staff** member's work will be allocated reasonably evenly across the academic year, unless an alternative arrangement is agreed by the **academic staff** member; and

(g) Offshore work will only be allocated with the agreement of the **academic staff** member, unless a contract of employment contains an obligation to perform offshore work. When offshore work is proposed, the **academic staff** member may seek the assistance of their **manager** in addressing any issues of concern raised by the **academic staff** member about offshore work, including the **academic staff** member's family or **caring responsibilities**.

Workload review process

25.38. An **academic staff** member who has genuine concerns with their workload allocation may seek a review of their workload allocation in accordance with sub-clauses 25.38 to 25.45.

25.39. Pending the outcome of the review, the **University** will consider and implement reasonable interim measures to support the **academic staff** member in addressing their genuine workload concerns. If the interim measures are insufficient, then ten (10) working days after the review is sought, the **academic staff** member may cease performing the work they raised as a concern, until resolved under sub-clause 25.40, a decision is made under sub-clause 25.43, or the conclusion of any dispute in accordance with sub-clause 25.44.

25.40. Concerns arising from allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, within the relevant faculty. An **academic staff** member should attempt to address their concerns through a discussion with the Executive Dean.

25.41. In determining what are unreasonable hours of work, the **University** will have regard to the following factors:

(a) The total number of education delivery and/or required hours worked on a particular day or week, including an education focused **academic staff** member being allocated more than 15 hours of education delivery per week, or an education research **academic staff** member being allocated more than 11 hours of education delivery per week. An allocation above these hours will normally be considered unreasonable unless:

i. the duration of the increased load is for three (3) weeks or less, provided that the workload is otherwise reasonable; or

ii. the work beyond these hours is of an ad hoc or incidental nature, such as a guest lecture or temporary back-fill of a short duration.

(b) The number of education delivery and/or required hours worked without a break;

(c) Requirements to travel between **University** locations to undertake education delivery;

(d) The time between finishing and starting times of education delivery;

(e) The number of days of the week during which education delivery and/or required duties are scheduled;

(f) The incidence of night/after dark work;

(g) The **academic staff** member's general workload; and

(h) The **academic staff** member's family and/or **caring responsibilities**.

25.42. For the avoidance of doubt, it is not necessary for all of the factors in sub-clause 25.41 to be present for a workload to be considered unreasonable.

25.43. Where it is not possible to reach agreement through the discussion/s in sub-clause 25.40, including where a matter is not dealt with within ten (10) working days of the **academic staff** member raising their concerns, the **academic staff** member may seek a review of their workload allocation by the **DVC**. In undertaking the review, the **DVC** will have regard to the factors provided for in sub-clause 25.41 and may seek further information from the **academic staff** member or Executive Dean in the faculty in which the **academic staff** member works. Each review must be concluded within ten (10) working days. The **DVC** will write to the **academic staff** member and Executive Dean, advising:

(a) The workload allocation is not unreasonable (including reasons for their assessment) and should remain unchanged;

(b) The workload allocation is not unreasonable (including reasons for their assessment), and suggest measures or steps to assist the **academic staff** member in meeting their workload; or

(c) The workload allocation is unreasonable and re-allocation of workload, including taking into account the period since raising the review, be carried out by the Executive Dean or their delegate.

25.44. 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 56 (Dispute Resolution Procedures) of this **Agreement**.

25.45. At any stage of the review of workload allocation the **academic staff** member may seek the assistance of People and Culture or be represented by the **union** or their **chosen representative**.

26 Academic Staff Availability

26.1. It is recognised that, depending upon teaching, research and professional commitments, **academic staff** may at times work remotely. **Academic staff** need to be aware that their absence from campus may have an impact on their colleagues, students, and School, Faculty or Research Institute initiatives and responsibilities.

26.2. **Academic staff** who are on duty but off campus must remain accessible and must wherever practicable give the Executive Dean (or delegate) contact details, particularly if the **staff** member is not at their normal address.

26.3. Absences from duty must be covered by an approved leave application in accordance with this **Agreement** and relevant **University** policy.

26.4. Where consultation with students is undertaken as part of an **academic staff** member's duties**, academic staff** must be available to students for consultation either on campus during teaching, study and examination periods or for off-campus teaching, via online/virtual meeting, telephone and/or email. Student consultation times will be agreed with the Executive Dean (or delegate) and will be notified to students at the commencement of each semester. A notice must be placed either on the **academic staff** member's email signature block, 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.

26.5. Because of the diversity of academic work and noting 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 26 (Academic Staff Availability), and other workload matters are adequately addressed.

26.6. Nothing in this clause removes the right of the **University** to set the manner in which a course or unit is delivered.

27Hours of Work – Professional Staff

27.1. Except where a **staff** member has entered into a flexible work arrangement in accordance with clause 45 (Flexible Work Arrangements), ordinary hours of work for **professional staff** will be:

(a) 35 hours per week;

(b) Monday to Friday, excluding public holidays; and

(c) Between the span of hours of 7:00am and 7:00pm, unless otherwise specified in this clause 27 (Hours of Work – Professional Staff).

27.2. **Professional staff** may seek approval from their **manager** to adjust the schedule of their ordinary hours of work into a flexible work cycle in accordance with the following table. Such requests will be made in accordance with clause 45 (Flexible Work Arrangements).

Ordinary Hours	Description
1 week work cycle	35 hours within a cycle not exceeding 1 week
2 week work cycle	70 hours within a cycle not exceeding 2 weeks
3 week work cycle	105 hours within a cycle not exceeding 3 weeks
4 week work cycle	140 hours within a cycle not exceeding 4 weeks

Example

A full-time **professional staff** member usually works 9:00am to 4:30pm Monday to Friday with a 30 minute lunch break. They have been asked to take on family responsibilities for their grandchild one designated day every second week. They make a request to their **manager** to adjust their full-time hours across nine (9) working days per two (2) week work cycle instead of ten (10) working days per two (2) week cycle.

Their **manager** considers the business area operations and agrees this request can be supported.

As a result, the **staff** member works an additional 47 minutes each working day to make up the full 70 hours over the fortnight. Their revised hours are:

- 9:00am to 5:17pm, with a 30 minute lunch break
- Worked across nine (9) days per fortnight
- With one designated day off every second week

This arrangement allows the **staff** member to support their family responsibilities while continuing to work their full-time hours.

28 Overtime and Time Off in Lieu – Professional Staff

28.1. **Casual professional staff** are entitled to overtime in accordance with clause 13 (Casual Employment).

28.2. Overtime or Time off in Lieu (TOIL) under this clause applies where a **staff** member has been directed by the **University** to work overtime, or has worked overtime which has been subsequently approved, in the following circumstances:

(a) in excess of the **staff** member's ordinary hours of work on any one day;

(b) outside the span of hours;

(c) in excess of five (5) hours without a meal break of at least 30 minutes; or

(d) in circumstances where they have had less than ten (10) hours between ceasing and recommencing work.

28.3. **Professional staff** at UC Level 6 or below are eligible for payment of overtime penalty rates or TOIL, calculated in accordance with this clause.

28.4. **Professional staff** at UC Level 7 or 8 are eligible for TOIL and may receive payment of overtime penalty rates where this is agreed by their **manager**, calculated in accordance with this clause.

28.5. The following categories of **staff** are not eligible for overtime or TOIL:

(a) **shiftworkers**;

(b) **staff** working **emergency duty**, except in exceptional circumstances, see clause 30 (Emergency Duty and On-Call Duty);

(c) **staff** at UC Level 9 or above; and

(d) **staff** in receipt of a loading instead of overtime.

28.6. Wherever possible, **staff** will be given at least 48 hours' notice of any overtime to be worked.

28.7. Nothing prevents the **University** and a **staff** member adopting locally appropriate TOIL arrangements in other circumstances, provided the arrangement:

(a) is genuinely agreed between the **University** and the **staff member**; and

(b) results in the **staff member** being better off overall than they would be if no arrangement was made.

Part-time staff

28.8. Part-time **staff** are only eligible for overtime payment under sub-clause 28.2(a) where they work in excess of 35 hours per week. They will be paid at their **ordinary hourly pay rate** for each additional hour worked up to 35 hours per week, unless entitled to overtime under sub-clauses 28.2(b) to 28.2(d).

Time off in lieu (TOIL)

28.9. Where a **staff** member is eligible to receive TOIL, it will be calculated in accordance with the relevant overtime hours. **Staff** at or below UC Level 6 may request TOIL, rather than receive overtime payments for additional hours worked.

> *Example*
>
> Three (3) hours overtime worked at time and a half is equal to four and a half (4.5) hours TOIL.

28.10. **Manager**s and **staff** must keep a record of any approved TOIL accrued and taken under sub-clause 28.9.

28.11. TOIL is intended to provide time off work in recognition of additional hours worked and should be taken within a reasonable period following accrual.

28.12. **Staff** and **manager**s will make reasonable efforts to ensure TOIL is taken within three (3) months of accrual.

28.13. TOIL will be taken at a time agreed between the **staff** member and their **manager**, having regard to operational requirements. A **staff** member or their **manager** may request TOIL be taken and the **staff** member or their **manager** must not unreasonably refuse a request.

28.14. Unless otherwise agreed, a **staff** member's TOIL balance will not exceed 35 hours. Where a **staff** member's TOIL balance exceeds 35 hours, the **University** may require the **staff** member to take accrued TOIL before approving additional overtime or further accrual of TOIL. For avoidance of doubt, a **staff** member will not be required to work overtime under this sub-clause without entitlement to overtime or TOIL.

Cashing out TOIL

28.15. If a **staff** member at UC Level 6 or below:

(a) has requested TOIL rather than overtime payment for additional hours; and

(b) has been unable to take the TOIL within three (3) months of the time the overtime was worked,

the **staff** member may request for the **University** to cash out the TOIL in the next full pay period following the request.

28.16. Additionally, TOIL may be paid out by agreement between the **University** and the **staff** member, or where the **University** determines that it is not practicable for the **staff** member to take TOIL within a reasonable period.

28.17. Any accrued but untaken TOIL will be paid out on termination of employment.

28.18. Payment for accrued TOIL will be made at the **staff** member's **ordinary hourly pay rate**.

> *Example*
>
> Because TOIL is accrued based on the applicable overtime rate, the number of TOIL hours reflects the overtime loading. For instance, if a **staff** member works three (3) hours overtime at time and a half, they will accrue four and a half (4.5) hours of TOIL.
>
> If the **staff** member later chooses to or is eligible to cash out that TOIL, it will be paid at their **ordinary hourly pay rate**. In this example the **staff** member would be paid four and a half (4.5) hours at their **ordinary hourly pay rate**.

Overtime rates

28.19. The applicable overtime rates are set out below:

(a) Weekday and Saturday overtime, other than a public holiday – time and a half (150%) for the first three (3) hours and double time (200%) thereafter;

(b) Sunday overtime, other than a public holiday – double time (200%); or

(c) Public Holiday overtime – double time and a half (250%).

Sunday duty

28.20. A **staff** member 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

28.21. Where a **staff** member is required to attend for duty outside the 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 **staff** member's ordinary hours of work (that is, continuous with the **staff** members ordinary duty), there is no minimum payment. Such duty will be calculated to the nearest 15 minutes.

28.22. 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 breaks are to be disregarded.

28.23. 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

28.24. Where a **staff** member is:

(a) required to work more than two (2) hours overtime after completion of the **staff** member's ordinary hours of work at the **University**; or

(b) required to perform duty on a Saturday, Sunday or on a Public Holiday, in addition to the **staff** member's normal weekly hours of work at the **University**; then

the **staff** member will be entitled to an overtime meal allowance of $34.13.

28.25. The overtime meal allowance will be increased in accordance with salary increases payable under this **Agreement**.

Rest relief after overtime

28.26. A **staff** member who works approved overtime is entitled to a minimum of ten (10) hours break before re-commencing duty. Where the **staff** member's ordinary working time commences less than ten (10) hours after the **staff** member has finished work, they will not be required to attend work until that period has elapsed.

28.27. In circumstances where it is impossible to release a **staff** member for ten (10) consecutive hours between periods of duty, the **staff** member will be paid at least double time for all hours worked on commencement of duty until able to take a ten (10) hour break.

29 Shift Work – Professional Staff

29.1. This clause 29 (Shift Work – Professional Staff) does not apply to **staff** who are engaged in a classification at or above UC Level 8 (including **staff** acting in such positions).

29.2. Where the **University** requires a **staff** member to undertake shift work, the relevant clauses of the applicable **Award** relating to shift work will apply.

29.3. For the avoidance of doubt, **shift workers** will be paid in accordance with Schedule 1 (Staff Salaries) and any relevant penalty rates described in the **Award** will apply to the pay rates described in Schedule 1 (Staff Salaries).

30 Emergency Duty and On-Call Duty – Professional Staff

Emergency duty

30.1. **Professional staff** engaged in a classification at or above UC Level 9 (including **staff** acting in such positions) or paid a loading for **emergency duty** are not entitled to **emergency duty** payment except in exceptional circumstances.

30.2. Where a **professional staff** member at or below a UC Level 8 is required to work to meet an emergency and no notice of such requirement was given to the **staff** member before ceasing ordinary duty for the day:

(a) the **staff** member will be paid for such **emergency duty** at the rate of double time;

(b) the **staff** member 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 **staff** member may be relieved from duty on the **staff** member'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.

30.3. This clause 30 (Emergency Duty and On-Call Duty – Professional Staff) will not apply to **staff** 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.

On-call duty

30.4. The **University** may require **staff** engaged in information technology and related activities to be rostered on-call at rates prescribed below.

30.5. Wherever possible, **staff** 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 a **staff** member, the **University** will not require the **staff** member to be on-call unless the **staff** member agrees.

30.6. The allocation of on-call duties will be reasonable having regard to the operational requirements of the **University** and the **staff** member's circumstances. A **staff** member will not be required to be rostered on-call for more than two (2) consecutive weeks or for more than ten (10) weeks in a calendar year, and will have at least one (1) week free from on-call duties between on-call periods, unless they otherwise agree.

30.7. A **staff** member may, on reasonable notice, advise the **University** of periods during which they are unavailable to be on-call. The **University** will take such advice into account when arranging on-call rosters.

30.8. On-call duties will normally be rostered in blocks of seven (7) consecutive days. The **University** may roster on-call duties for shorter period having regard to operational requirements, service needs and the circumstances of the **staff** member(s).

30.9. **Staff** are entitled to a payment for on-call duty at the daily rate specified in the following table for each day the **staff** member is on-call:

	Date Agreement commences	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
Monday to Thursday	35.00	36.05	37.31	38.61	39.77
Friday	45.00	46.35	47.97	49.65	51.14
Saturday/Sunday	60.00	61.80	63.96	66.20	68.18
Public Holidays/End of Year Holiday Close-Down period (sub-clause 34)	70.00	72.10	74.62	77.23	79.55

30.10. For the purposes of this clause, an on-call day is a rostered period of up to 24 hours commencing at the time specified by the **University**. One daily allowance is payable for each on-call day based on the rate applicable on the day the on-call day commences.

30.11. For the avoidance of doubt, all conditions and entitlements at clause 28 (Overtime and Time Off in Lieu – Professional Staff) apply to any call out worked by a **staff** member during a period that they are rostered on-call under sub-clause 30.4, except for the requirement at sub-clause 28.6 to wherever possible give **staff** 48 hours' notice of any overtime to be worked.

31 Professional Staff Workloads

31.1. **Manager**s are responsible for allocating and managing workloads, and ensuring all **staff** members have reasonable workloads, in accordance with the terms of this **Agreement**. No **staff** member will be required to work excessive or unreasonable hours, or to regularly work overtime. The **University** will take reasonable steps to ensure all **manager**s are fully aware of the conditions in this **Agreement** relating to the management of **professional staff** workloads, including the overtime provisions.

31.2. **Professional staff** workloads will be allocated and managed consistent with the following:

(a) the **University** will allocate workloads in a fair, equitable, transparent and consultative manner;

(b) workload allocation and management will take into account the **staff** member's classification, time-fraction, nature of the duties/work, the environment in which it is performed, the volume of work, the **staff** member's skills, training and experience and their total **University** assigned responsibilities (for example, this may include any representative roles such as Health and Safety Representative);

(c) workloads will be planned to be sustainable over established timeframes, and any deadlines set for the performance of duties will be reasonable, having regard to priorities and operational needs;

(d) the **University** will take reasonable steps to ensure workloads do not pose foreseeable risks to a **staff** member's health and safety, including psychosocial risks;

(e) all **staff** members will be afforded sufficient time at work to engage with professional development in accordance with sub-clause 48.7 (Performance and Development);

(f) where significant new initiatives are proposed, the **University** will give fair and proper consideration to workload impacts;

(g) where significant changes in work or work practices are proposed, the impact on a **professional staff** member's workload will be discussed with a view to resolving any issues with the impacted **staff** member;

(h) a **staff** member's inability to meet a workload expectation that is assessed as unreasonable, will not constitute unsatisfactory performance;

(i) the **University** will manage vacancies or planned absences having regard to workload impacts on remaining **staff**; and

(j) subject to provisions of this **Agreement** that afford the **University** flexibility to meet operational requirements, all **staff** members' workloads will be reasonably achievable within their ordinary hours of work.

31.3. All **professional staff** members will be provided with a position description. The **manager** and **staff** member will review the position description as part of the annual performance and development planning cycle to ensure the required duties and responsibilities of the position are included.

31.4. **Manager**s are responsible for the allocation of work in **consultation** with **staff** members. The workload of a **staff** member will generally be consistent with the required duties and responsibilities set out in the **staff** member's position description.

31.5. The **University** will ensure **manager**s **consult** with **staff** members on the nature and scale of the work allocated, on at least an annual basis or when requested by a **staff** member.

31.6. Where a **staff** member is eligible for TOIL in accordance with clause 28 (Overtime and Time Off In Lieu – Professional Staff), their **manager** will take reasonable steps to manage and adjust the **staff** member's workload to support the taking of accrued TOIL in accordance with sub-clause 28.12.

Supported workload review process

31.7. A **professional staff** member (or group of **professional staff**) who considers their workload unreasonable may request a workload review with their **manager**. The **manager** will meet with the **staff** member(s) to discuss the workload concerns, contributing factors and possible solutions, and will make reasonable efforts to resolve the matter as soon as practicable and, where possible, within ten (10) working days.

31.8. If the matter is not resolved under sub-clause 31.7, it will be referred to the relevant **senior manager**. The **senior manager** will **consult** with the **staff** member(s), the **manager** and the relevant People and Culture Business Partner, and will assess the matter having regard to available information.

31.9. Following this review, the **senior manager** will determine whether any workload adjustments or other remedial action is required. The **senior manager** will provide written advice to the **staff** member(s) and the **manager** outlining the outcome and any actions to be taken.

31.10. Where adjustments are identified, the **manager** will take reasonable steps to implement these within a reasonable timeframe in **consultation** with the **staff** member(s).

31.11. If the **staff** member's concerns remain unresolved following completion of this process, the **staff** member may utilise the dispute resolution procedure set out in clause 56 (Dispute Resolution Procedures) of this **Agreement**.

31.12. A **staff** member may be represented by a **chosen representative** or **union** at any stage of this review process.

Support for managers

31.13. The **University** will provide support to **manager**s in managing workloads for **professional staff**, including access to training, workload management tools, relevant workforce data and guidance and advice.

32Breaks

32.1. **Staff** must not work for more than five (5) hours without an unpaid break of at least 30 minutes.

32.2. **Staff** are entitled to a maximum ten (10) minute tea break each morning and afternoon.

32.3. **Casual staff** will be allowed a maximum ten (10) minute tea break every three and a half hours (3.5) of continuous employment per day.

Part F: Leave Provisions

33 General Leave Terms

33.1. For the purpose of calculating leave entitlements:

(a) One (1) day of leave for a **professional staff** member is equivalent to seven (7) hours.

(b) One (1) day of leave for an **academic staff** member is equivalent to seven and a half (7.5) hours.

33.2. For **staff** who work part-time or have a variable roster, the equivalent hours for one (1) day of leave will be adjusted proportionally to their ordinary hours of work and work roster.

33.3. Any period of paid leave will count as service for all employment-related purposes.

34 Public Holidays and End of Year Close-down

Public holidays

34.1. All **staff** are entitled to public holidays in accordance with section 115 of the **Act**.

34.2. Where the **University** and a **staff** member agree, another day may be substituted for any public holiday. In this instance, the **staff** member will not be entitled to any overtime payments for working on a public holiday.

End of year

34.3. The **University** will observe an end of year close-down period from 25 December until the commencement of the first working day following 1 January. **Staff** will not be required to take recreation leave during this period.

34.4. The **University** will observe a **University** break between 20 December and 20 January each year. **Staff** who have accrued more than four (4) weeks' recreation leave, having taken into account future recreation leave bookings as at 1 December, will be required to acquit recreation leave between 20 December and 20 January, unless otherwise approved by their **manager** in accordance with the instrument of delegations.

34.5. Public holidays occurring during periods of recreation leave will not be deducted from leave entitlements.

35 Recreation Leave

35.1. **Staff** (other than **casual staff**) are entitled to recreation leave of 20 days per year, accrued on a daily basis. Part-time **staff** are entitled to recreation leave on a pro-rata basis.

35.2. **Shiftworkers** are entitled to an additional one (1) week of recreation leave in accordance with the **NES**, in recognition of the nature of the shift work and the need to ensure the ongoing health and wellbeing of the **University**'s **shiftworkers**.

35.3. 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.

Recreation leave conditions

35.4. Where a **staff** member's recreation leave entitlement equals or exceeds six (6) working weeks, the **staff** member's **manager** can direct the **staff** member to take at least two (2) working weeks of their recreation leave entitlement within a three (3) month period from the date of direction. The **manager** must provide the **staff** member with at least eight (8) weeks' notice of the start date of such leave.

35.5. **University** policy may permit and prescribe conditions for taking recreation leave at half pay, or cashing out recreation leave.

35.6. If a **staff** member 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 **staff** member was ill or injured may be treated as personal leave instead of recreation leave, on the provision of a statutory declaration or **medical certificate** by the **staff** member. In such circumstances, the **staff** member's recreation leave balance will be recredited.

35.7. Sub-clause 35.6 does not apply to **academic staff** or **staff** on approved recreation leave immediately preceding retirement, resignation, redundancy or other termination of employment, or where a **staff** member is on a period of parental leave and is utilising their recreation leave entitlements to offset the period of unpaid leave.

36 Long Service Leave

36.1. Eligible **staff** are entitled to long service leave in accordance with the provisions of the long service leave legislation in the jurisdiction in which the **staff** member performs their work.

36.2. Where more beneficial to an eligible **staff** member than the provisions of the long service leave legislation in the jurisdiction in which the **staff** member performs their work, the **staff** member will accrue long service leave at the rate of 6.5 days per year, calculated on a daily basis.

36.3. **Casual staff** members are entitled to long service leave in accordance with applicable legislation in the jurisdiction in which the **staff** member performs their work.

36.4. Where a **staff** member has an accrued entitlement to take long service leave, the **staff** member and their **manager** will **consult** about agreeing to mutually acceptable dates when the leave will be taken. The dates will be agreed having regard to the **staff** member's preferred dates and the operational needs of the **University**.

Long service leave conditions

36.5. 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**.

36.6. If a **staff** member is ill during long service leave for a period of three (3) or more consecutive days, and provides a valid **medical certificate**, the period of certified illness will be treated as personal leave and long service leave will be re-credited for the period.

36.7. Sub-clause 36.6 does not apply to **staff** members in respect of long service leave taken immediately preceding retirement, resignation, redundancy or other termination of employment, or where a **staff** member is on a period of parental leave and is utilising their long service leave entitlements to offset the period of unpaid leave.

36.8. 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

36.9. **Staff** will be entitled to pro-rata payment in lieu of untaken long service leave as at the date of termination of employment, where:

(a) they have at least one (1) year's continuous employment, including service recognised with another employer; and

(b) they cease employment on the grounds of redundancy, retirement or death. In the case of death, the payment will be made to the **staff** member's legal representative.

37Personal and Carer's Leave

37.1. **Staff** (other than **casual staff**) are entitled to personal and carer's leave. Part-time **staff** accrue personal and carer's leave on a pro-rata basis.

37.2. On appointment, each new **staff** member (other than **casual staff**) will be credited with one (1) week personal and carer's leave or pro-rata equivalent for part-time **staff** members.

37.3. Personal and carer's leave that is not used will accumulate year to year. Unused personal and carer's leave will not be paid out on termination of employment or under any circumstances.

37.4. The entitlement to personal leave and carer's leave are set out in this table:

Leave Type	Entitlement	Eligibility	Notice and Evidence
Personal Leave	20 days per year. Leave accrues on a daily basis according to ordinary hours worked.	**Staff** (except for **casual staff**) who are unfit for work because of a personal injury or illness, **reproductive system health** or to attend a medical appointment. **Staff** may also apply for personal leave to deal with emergency situations or for compelling personal reasons.	Notice of absence to be given to **manager** as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence. For personal leave request of less than three (3) consecutive days, an approved leave form. For personal leave requests of three (3) consecutive days or more, an approved leave form and a **medical certificate** from a **health professional**.

Leave Type	Entitlement	Eligibility	Notice and Evidence
Carer's Leave	**Staff** can: • utilise untaken personal leave credits; or • agree with the **University** to take leave without pay; or • take up to two (2) days unpaid carer's leave for each occasion if the **staff** member is a **casual staff** member or has exhausted their personal leave credits.	For: • care of an **immediate family member** who is ill or injured; or accessing **reproductive system health**; or • supporting an **immediate family member** experiencing **family and domestic violence** where the **staff** member has **caring responsibilities**.	Notice of absence to be given to **manager** as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence. For carer's leave request of less than three (3) consecutive days, an approved leave form. For carer's leave requests of three (3) consecutive days or more, an approved leave form and a **medical certificate** from a **health professional** or statutory declaration.
Funeral Leave	**Staff** can: • utilise untaken personal leave credits; or • agree with the **University** to take leave without pay for up to one (1) day per occasion.	**Staff** attending a person's funeral where they do not have an entitlement to compassionate leave.	Notice of absence to be given to **manager** as soon as reasonably practicable. Approved leave form.
Graduation Ceremony Leave	**Staff** can utilise untaken personal leave credits for up to two (2) days per calendar year.	**Staff** who are attending their own graduation ceremony.	Notice of absence to be given to **manager** as soon as reasonably practicable and in advance of the graduation ceremony. Approved leave form and supporting evidence.
Moving Residence Leave	**Staff** can utilise untaken personal leave credits for up to two (2) days per calendar year.	**Staff** who are relocating their residential address.	Leave must be taken at a time agreed by the **manager** and applied for and approved in advance by the **manager**. The **manager** will not unreasonably withhold their agreement. Approved leave form and supporting evidence.
Wellbeing Leave	**Staff** can utilise untaken personal leave credits for up to two (2) days per calendar year.	**Staff** for the purpose of undertaking activities that promote mental health, stress reduction or personal wellbeing.	Leave must be taken at a time agreed by the **manager** and applied for and approved in advance by the **manager**. The **manager** will not unreasonably withhold their agreement. Approved leave form.

38 Parental Leave

38.1. The **University** acknowledges the diversity of family structures and has designed parental leave entitlements to be inclusive and recognise either parent may take on the role of primary carer. The **University** supports parental leave applications from all **staff**.

38.2. The entitlement to parental leave is set out in the tables below:

(a) Paid Primary Carer Leave

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** with at least twelve (12) months continuous service. If the **staff** member has, or will have, primary responsibility for the care of the child during the leave either by way of: • birth of a child of the **staff** member, or their **partner** or legal surrogate; or • adoption of a child under five (5) years of age	Up to 30 weeks paid leave to be taken in a continuous period. The **staff** member may elect to take all or part of the leave entitlement at half-pay, provided that other relevant entitlements will accrue at the same pro-rata basis during the relevant period. Paid parental leave entitlements may be accessed up to six (6) weeks prior to the expected date of birth or placement of the child, and all paid entitlements must be utilised within 54 weeks of the date of birth or placement of the child. If a **staff** member accesses Paid Partner Leave and later becomes eligible to take Paid Primary Carer Leave, their entitlement to Paid Primary Carer Leave will reduce by any period of Paid Partner Leave taken.	Evidence to include a certificate from a medical practitioner stating the expected date of birth, a birth, or placement certificate. Must apply for paid primary carer leave no less than ten (10) weeks before the expected date of leave. Written confirmation from **staff** member confirming that the **staff** member will be the only primary caregiver for the child for the leave. The **University** may direct the **staff** member to take leave within six (6) weeks of the expected birth date unless the **staff** member provides medical evidence indicating otherwise.

(b) Paid Partner Leave

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** irrespective of the period of service. A **staff** member who will be the Secondary Carer of a child, either by way of: • birth of a child of the **staff** member, or their **partner** or legal surrogate; or • adoption of a child	Five (5) weeks paid partner leave to be taken within the six (6) month period which starts a week before the expected birth date or date of placement.	Notice of absence to be given to **manager** as soon as reasonably practicable. Evidence to include a **medical certificate** attesting to the pregnancy or placement certificate of the child is required.

(c) Paid Surrogacy Leave

Provision	Entitlement	Conditions
Surrogate Leave (where the **staff** member is acting as the surrogate for the parents)	Up to twelve (12) weeks paid leave to be taken within a continuous period within the 18 week period that may start within six (6) weeks before the nominal expected birth date and finishes twelve (12) weeks after delivery.	Expectant birth is supported by a **medical certificate**. The **staff** member is expected to give four (4) weeks' notice of the start of paid surrogate leave. The **University** may direct the **staff** member to take leave within six (6) weeks of the expected birth date unless the **staff** member provides medical evidence indicating otherwise.

(d) Antenatal leave

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** irrespective of the period of service.	Up to one (1) day per month for the duration of the pregnancy for the purpose of the **staff** member attending antenatal appointments for themself or their **partner**.	Notice of absence to be given to **manager** as soon as reasonably practicable. A certificate of attendance by a medical practitioner may be requested.

(e) Post-natal time release

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** employed on a continuing or fixed-term basis who have returned to work on a full-time basis following a period of paid primary carer leave.	Up to seven (7) hours paid leave spread across the working week for child-related post-natal arrangements and/or for breastfeeding/chestfeeding (in addition to regular paid breaks for breastfeeding/chestfeeding). Not accruable or to be taken as whole days. Post-natal time release is available until the child reaches two (2) years of age.	Arrangements to be discussed and agreed with **manager**.

(f) Unpaid Parental Leave

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** with at least twelve (12) months continuous service. If the **staff** member has, or will have, responsibility for the care of the child during the leave either by way of: • birth of a child of the **staff** member, or their **partner** or legal surrogate; or • adoption of a child	Up to 24 months minus any paid primary carer leave taken. Where both parents are employed by the **University**, the 24 months can be shared between the **staff** members.	Parents, with four (4) weeks' notice, have one (1) opportunity to apply for an extension of unpaid leave. This leave will not be available to the **staff** member after the child's second birthday. In all of these cases, long service leave and recreation leave can replace some or all of the unpaid leave.

38.3. The following parental leave entitlements are provided irrespective of the period of continuous service in the circumstance of pregnancy loss.

(a) Early Pregnancy Loss

Eligibility and conditions	Entitlement	Notice and Evidence
All **staff** irrespective of the period of service. Available to a **staff** member whose pregnancy ends by miscarriage during the first 20 weeks of the pregnancy.	Up to three (3) weeks paid leave.	Notice of absence to be given to **manager** as soon as reasonably practicable (which may be at a time after the leave has started).

(b) Late Pregnancy Loss

Eligibility and Conditions	Entitlement	Notice and Evidence
All **staff** irrespective of the period of service. Available to a **staff** member whose pregnancy ends (after at least 20 weeks) by miscarriage or the birth of a still-born child.	Twelve (12) weeks paid leave. The leave may be extended by a further period of up to twelve (12) months' (in aggregate) using unpaid leave. If the **staff** member has already commenced parental leave, the leave will be deemed to have been Late Pregnancy Loss Leave and the **staff** member will receive the balance of the Late Pregnancy Loss Leave that remains. Other forms of parental leave applied for, but which have not commenced will be cancelled.	Notice of absence to be given to **manager** as soon as reasonably practicable (which may be at a time after the leave has started). **Medical certificate** is required.

General conditions for parental leave

38.4. Any period of paid parental leave under this clause is included and not in addition to the 24-month period in sub-clause 38.2(f).

38.5. **Staff** can offset a period of unpaid parental leave by utilising their paid entitlements, if eligible to:

(a) Paid primary carer leave; or

(b) Accrued recreation leave; or

(c) Accrued long service leave,

provided that **staff** must use any entitlement to paid leave under sub-clause 38.5(a) before they utilise any entitlement to paid leave under sub-clauses 38.5(b) and 38.5(c).

38.6. **Casual staff** who meet the requirements of section 67(2) of the **Act** will be entitled to paid parental leave on a pro-rata basis.

38.7. Unless specified otherwise, fixed-term and continuing **staff** with less than twelve (12) months continuous service will receive paid parental leave on a pro-rata basis.

38.8. **Staff** employed for a fixed-term, which expires during a period of parental leave, will not be eligible for parental leave after the date the fixed-term employment expires, unless they are re-employed on a continuing basis or for a further fixed-term and there is no break in service.

39 Family and Domestic Violence

39.1. The entitlement to **family and domestic violence** leave is set out in the table below. The full entitlement to **family and domestic violence** leave is provided regardless of the **staff** member being part-time or a **casual staff** member.

39.2. **Family and domestic violence** leave does not accrue and any untaken leave is not paid out on termination of employment.

39.3. A **staff** member's personal circumstances will be kept confidential, with no information kept on a **staff** member's personnel file without their express permission.

39.4. The **University** is committed to providing support to **staff** experiencing **family and domestic 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.

Leave Type	Entitlement	Eligibility	Notice and Evidence
Family and Domestic Violence Leave	Up to 15 days paid leave per calendar year for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other related	All **staff** who are experiencing **family and domestic violence**.	Notice of leave to be given to the People and Culture Business Partner or **manager** as soon as reasonably practicable (which may be at a time after the leave has started). Notice to

Leave Type	Entitlement	Eligibility	Notice and Evidence
	activities to dealing with **family and domestic violence**. For **casual staff** this will only include payment for work the **casual staff** member was scheduled to undertake (at the applicable hourly rate). A **staff** member may apply for special consideration of additional leave, with any additional leave to be determined by the **CPO** having regard to the individual circumstances.		include estimated length of the leave period. The **University** may request relevant supporting documentation such as documentation from the police, court, community or government agencies, a medical practitioner, a family violence support service or lawyer or a counselling professional.

40 Cultural and Community Leave

40.1. The entitlement to cultural, community and other leave is set out in this table. Part-time **staff** are eligible for cultural and community leave on a pro-rata basis.

40.2. **Casual staff** are not eligible to access paid cultural and community leave.

40.3. Cultural and community leave does not accrue and any untaken leave is not paid out on termination of employment.

Leave Type	Entitlement	Eligibility	Notice and Evidence
Cultural or Religious Purposes Leave	Up to two (2) days paid leave per calendar year.	**Staff** for the observance of cultural or religious occasions of significance.	Approved leave form. **Staff** are required to advise their **manager** of the relevant cultural or religious occasion of significance.
Indigenous Cultural Leave	Up to ten (10) days paid leave per calendar year. This entitlement may be combined with cultural or religious purposes leave, providing up to twelve (12) days leave per calendar year. In the case of funerals, the **staff** member may be entitled to additional paid leave under clause 37 (Personal and Carers Leave – Funeral Leave) or clause 41 (Life Events Leave – Compassionate Leave).	**Indigenous staff** who are participating in sorry business (compassionate leave) for an **immediate family member** (inclusive of traditional kinship relationships or equivalent significance); undertaking ceremonial duties, including initiation, birthing and naming, smoking or cleansing and sacred site or land ceremonies or other relevant cultural events; participating in National	Approved leave is required to be provided to the **manager** in advance of taking the leave (where practicable). **Staff** may be required to advise their **manager** of the relevant community, cultural or ceremonial duties.

Leave Type	Entitlement	Eligibility	Notice and Evidence
		Aboriginal and Islander Day of Observance Committee (NAIDOC) activities or events during NAIDOC week; undertaking travel to attend and return from any of the circumstances set out above.	
Jury Service, Witness Leave	Entitled to take leave for the duration of attendance at a court or tribunal without loss of pay.	**Staff** who are required to attend a court or tribunal for the purpose of jury service or as a witness in industrial proceedings that directly affect the **University.**	The **staff** member is required to notify the **manager** of the requirement to attend the court or tribunal in advance of the **staff** member taking the leave. **Staff** may be required to provide their **manager** with evidence of their requirement to attend the court or tribunal.
Donating Blood Products Leave	Entitled to take up to two (2) hours of paid leave per occasion, up to a maximum of 14 hours each calendar year.	**Staff** who are donating blood products during working hours.	Leave to be taken at a time agreed by the **manager** and applied for and approved in advance by the **manager**. The **manager** will not unreasonably withhold their agreement.
Emergency Services Leave	A **staff** member who engages in voluntary emergency management activity is entitled to full pay for the duration of the activity.	**Staff** who are volunteering in state of emergency situations such as bushfire, flood and earthquake as a member of a **recognised emergency management body**.	Leave notification to **manager**, including estimated length of the leave. Leave form to be submitted as soon as reasonably practicable (which may be at a time after the leave has started).
Defence Reservists Leave	Entitled to full pay for up to ten (10) days to attend a training, deployment, and Reserve Service Duties. The **staff** member may also combine this with their entitlement to volunteering leave for a total of twelve (12) days in a calendar year. Leave without pay may also be granted so that the **staff** member can attend one school class or course of military instruction per calendar year (other than an annual camp). Where military pay is less than the **staff** member's salary, the **University** will make up the	**Staff** who are a volunteer part-time member of the Australian Defence Reserve.	Approved leave form to attend defence training at least two (2) weeks in advance. Failure to notify the **manager** at least two (2) weeks in advance of the leave may result in the **staff** member being required to take leave without pay or utilising other leave entitlements.

Leave Type	Entitlement	Eligibility	Notice and Evidence
	difference on application by the **staff** member where the **University** is in receipt of the Federal Government's Employer Support Payment Scheme for Defence Reservists.		
Volunteering Leave	Up to two (2) days of paid leave each calendar year	**Staff** who are volunteering for a For Purpose organisation.	Approved leave form. **Staff** may be required to provide their **manager** with evidence of the volunteering arrangement from the For Purpose organisation.

41 Life Events Leave

41.1. The entitlement to life events leave is set out in the table below. Part-time **staff** are eligible for life events leave on a pro-rata basis.

41.2. **Casual staff** are not eligible to access paid life events leave.

41.3. Life events leave does not accrue and any untaken leave is not paid out on termination of employment.

41.4. To the extent possible, the **University** will protect confidential information provided by a **staff** member under this clause 41 (Life Events Leave).

Leave Type	Entitlement	Eligibility	Notice and Evidence
Compassionate Leave	Up to three (3) days of paid compassionate leave on each occasion.	**Staff** can take compassionate leave if: • their **partner**, or an **immediate family member** or member of the **staff** member's household die or develops a life-threatening illness or injury; • a baby of an **immediate family member** or member of the **staff** member's household is stillborn; or	Approved leave form to be given to **manager** as soon as reasonably practicable to advise them of the absence (which may be at a time after the leave has started). In the case of serious personal illness or injury, the **University** may request a letter from a medical practitioner stating that the illness or injury is critical or of a life-threatening nature.

Leave Type	Entitlement	Eligibility	Notice and Evidence
		• their **partner** has a miscarriage.	
Gender Affirmation Leave	Up to 60 days total across the lifetime employment of the **staff** member.	Trans or gender-diverse **staff** for the purposes of **social, medical or legal affirmation**.	Approved leave form to be given to **manager** as soon as reasonably practicable prior to the leave. **Staff** accessing gender affirmation leave may be required to provide evidence that would satisfy a reasonable person as follows: • Medical affirmation: a **medical certificate** or letter from the **staff** member's registered health practitioner. • Social or legal affirmation: a document issued by a lawyer; a relevant document issued by a State, Territory or Federal government organisation; or a statutory declaration.
Reproductive Systems Health Leave	Up to ten (10) days of paid leave per annum.	• **Staff** with less than two (2) years completed non-casual services; or • **Staff** with two (2) or more years' completed non-casual service where their personal leave balance (in accordance with clause 37 (Personal and Carer's Leave) is 20 days or less.	Notice of the absence must be given to the **staff** member's **manager** as soon as reasonably practicable (which may be at a time after the leave has started). The notice must include the estimated length of the absence. For absences of greater than three (3) consecutive days, the **University** may require evidence that would satisfy a reasonable person, having regard to the sensitive nature of the leave.
Special Leave	Paid or unpaid leave at the discretion of the **CPO**.	All **staff** who are experiencing difficult personal or other circumstances.	Request for leave to the **CPO** as soon as reasonably practicable prior to the leave. The **CPO** may request documentary evidence in order to consider the request.

42Leave Without Pay

42.1. The **University** may grant leave without pay on application by a **staff** member and in accordance with **University** policy.

42.2. Leave without pay will not count as service for the purpose of calculating any leave entitlements.

42.3. Unless the **staff** member is accessing another form of leave under this **Agreement** or the **NES**, the **University** may require the **staff** member take recreation leave and/or long service leave credits before commencing a period of leave without pay.

42.4. No payment will be made for a public 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.

42.5. 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.

42.6. No allowances will be paid during periods of leave without pay.

42.7. 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.

43 Purchased Leave

43.1. Continuing **staff** and **staff** on fixed-term contracts greater than twelve (12) months, may request to enter into a purchased leave arrangement, that is, an arrangement that permits a **staff** member to work a reduced number of weeks in the year with a proportionate reduction in their salary.

43.2. The **University**'s arrangements for purchased leave will be set out in **University** policy.

Part G: Staff Support

44Ill Health Assessment

44.1. The **University** is committed to the effective management of ill and injured **staff**. The **University** is focused on supporting ill and injured **staff** with managing their health conditions and facilitating their return to work at the earliest opportunity.

44.2. The **University** will consider reasonable workplace adjustments for **staff** who have a **disability** or medical condition that may affect their ability to perform the inherent requirements of their position.

44.3. A **staff** member may be assisted by a **chosen representative** at any stage through this assessment process.

44.4. The **University** may require a **staff** member whose capacity to perform their regular duties is in doubt to undergo a medical examination, at the **University**'s expense, where the **staff** member's health:

(a) may be affecting, or has affected, the **staff** member's work performance or conduct;

(b) has caused, or may cause, the **staff** member to have an extended absence from work; or

(c) has caused or may present a workplace health and safety concern to themselves, other **staff**, students or members of the public.

44.5. Where the **University** arranges for the **staff** member to attend a medical examination with a health practitioner of its choice, the **University** will notify the **staff** member (usually with four (4) weeks' notice) of the time and place of the appointment, and the reason and purpose of the appointment. This notice may be reduced where the **University** holds immediate concerns about the **staff** member's wellbeing.

44.6. The **staff** member is required to cooperate in respect of the requirement to undergo the health examination, including any requests made by the health practitioner to enable examination and provision of any medical report.

44.7. The **University** will make available a copy of the medical report to the **staff** member. This would normally be through the **staff** member's health practitioner.

44.8. Where the findings of the medical report indicate the **staff** member is able to return to work within a period of twelve (12) months, the **University** will discuss this with the **staff** member and their health practitioner to implement recommendations in a structured return to work plan. The **University** will ensure that reasonable adjustments are considered and implemented where practicable, to support the return to work.

44.9. A refusal or failure to attend the medical examination without reasonable cause:

(a) may constitute a failure to comply with a reasonable and lawful direction, which may result in disciplinary action in accordance with clause 64 (Handling Misconduct and Serious Misconduct); or

(b) may result in the **University** concluding that the medical examination would have found the **staff** member unable to perform the inherent requirements of their position within (12) months.

45Flexible Work Arrangements

45.1. Flexible working arrangements promote opportunities for a better work-life balance. The **University** will provide **staff** with opportunities to access flexible working arrangements.

45.2. Where the **University** is considering multiple requests, it will give priority to requests made for the reasons outlined in the **NES**.

45.3. A **staff** member may make a written request for a flexible work arrangement to their **manager**.

45.4. **Staff** may also make a written request for a flexible work arrangement on a collective basis to:

(a) propose an arrangement in relation to multiple specific **staff** members; or

(b) propose an arrangement in relation to a work area.

45.5. A flexible work arrangement may include, but not be limited to:

(a) flexible working hours for **professional staff**, including flextime and non-prescribed flexible working hours;

(b) changes to the start and/or finish time of work;

(c) changes to time-fraction;

(d) remote working arrangements for **professional staff**; and

(e) job sharing; and

(f) leave without pay.

45.6. A request to work remotely under sub-clause 45.5(d) can be made by **professional staff** for up to 40 per cent of their weekly working hours, or more in exceptional circumstances.

45.7. A written request for a flexible work arrangement must include the details of the arrangement proposed, the duration of time for which the arrangement is requested and the reason for the request.

45.8. A **staff** member may request a flexible working arrangement in accordance with this clause for matters relating to **disability**, **reproductive system health**, or another medical condition. A **staff** member may also request reasonable workplace adjustments in relation to these matters including enabling ad hoc flexible work arrangements.

Consideration and refusal of requests

45.9. The **manager** will genuinely consider a request for a flexible work arrangement. Before responding to the request, the **manager** should discuss the details of the request with the **staff** member (or **staff** members) and try to reach agreement. People and Culture may provide support if requested by either the **staff** member (or **staff** members) or the **manager**.

45.10. The **manager** will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or declined.

45.11. The **manager** will not unreasonably decline a request for flexible working arrangements, but may decline on the following reasonable business grounds:

(a) the requested working arrangements would be too costly for the **University**;

(b) there is no capacity to change the working arrangements of other **staff** to accommodate the requested working arrangements;

(c) the requested working arrangements would be likely to result in significant loss of efficiency or productivity;

(d) the requested working arrangements would likely have a significant negative impact on services and/or operational requirements of the role, and cannot be reasonably accommodated by other arrangements; or

(e) the requested working arrangements cannot be accommodated because they would be unlawful or otherwise inconsistent with the **University**'s legal, regulatory, compliance or risk obligations.

45.12. If the request is refused, the **manager**'s written response to the request must include details of the reasons for the refusal, the reasonable business ground(s) for the refusal and how they apply to the **staff** member (or **staff** members).

Review, variation and cessation of flexible working arrangements

45.13. Remote working arrangements will be reviewed after the first six (6) months and thereafter at the request of a **staff** member or **manager** and amended if required.

45.14. A flexible work arrangement approved on a collective basis under sub-clause 45.4 operates on the basis of collective participation. Where a **staff** member withdraws from, or otherwise ceases to participate in, the collective arrangement, the **University** may review the arrangement and may determine to vary or cease the arrangement for the remaining **staff** members.

45.15. Other than described in sub-clause 45.14 the **University** may only change or cease a flexible work arrangement on reasonable business grounds, as outlined in sub-clause 45.11 by providing the **staff** member (or **staff** members) with one (1) month notice in writing (or in exceptional circumstances, where a lesser period may be provided), the reasonable business ground(s) and how they apply to the **staff** member (or **staff** members).

45.16. A **staff** member may request to cease or amend a flexible work arrangement by providing one (1) months' notice in writing. The **University** will consider the request and may agree where it can be accommodated having regard to reasonable business grounds.

Flextime

45.17. **Professional staff** UC Level 8 and below (except for **shiftworkers**) 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 **staff** member. Hours worked under a flextime arrangement are not overtime and do not attract overtime or TOIL entitlements under clause 28 (Overtime and Time Off In Lieu – Professional Staff).

45.18. **Manager**s and **staff** must keep record of any approved flextime accrued and taken under sub-clause 45.17.

> *Example*
>
> To support an important family milestone, a **staff** member has been approved to work an additional 30 minutes per day from Monday to Thursday. This flextime enables the **staff** member to take two (2) hours to attend their child's primary school graduation. They do not receive overtime or TOIL entitlements for the additional 30 minutes worked Monday to Thursday.

46 Right to Disconnect

46.1. A **staff** member may refuse to monitor, read or respond to contact, or attempted contact, from the **University**, or from third parties in relation to their work, outside of their normal working hours or during periods of approved leave except pursuant to a relevant clause of this **Agreement** (such as on-call arrangements or authorised overtime).

46.2. If the **University** makes contact with a **staff** member outside of their normal working hours or during periods of approved leave, the **staff** member may refuse to respond except:

(a) where there is an urgent operational need identified requiring the specific **staff** member's assistance;

(b) in an emergency circumstance;

(c) pursuant to a relevant clause of this **Agreement** (such as on-call arrangements or authorised overtime); or

(d) where the reason for the contact is about the **staff** member's leave or arrangements for returning from leave.

47 Disability and Disability Carer Support

47.1. The **University** is committed to creating an accessible, safe, equitable and inclusive workplace for **staff** with disabilities and **staff** with carer responsibilities for people with disabilities.

47.2. In all matters relating to employment, the **University** will comply with applicable legislation and statutory requirements including obligations under the *Disability Discrimination Act 1992* (Cth) and the *Discrimination Act 1991* (ACT).

47.3. A **staff** member may be represented in relation to **disability** or disability carer support by their **union** or a **chosen representative**.

47.4. Within six (6) months of the commencement of this **Agreement**, the **University** will develop and implement a Disability Workforce Inclusion Strategy, informed by **staff** with lived experience and relevant stakeholders.

47.5. The strategy will set out the **University**'s approach to:

(a) inclusion and participation of **staff** with **disability** and carer's responsibilities;

(b) equitable access to employment, career development and progression; and

(c) supporting arrangements (including reasonable adjustments) consistent with legislative requirements.

47.6. The **University** will have regard to the principle of assessment relative to opportunity in performance, promotion and career development processes.

47.7. **Staff** who contribute to **University** initiatives relating to disability inclusion may have this work recognised as part of their workload, or otherwise acknowledged as a contribution to service.

Part H: Performance and Career

48 Performance and Development

48.1. The **University** recognises the contribution of highly skilled and dedicated **staff** is critical to the success and future of the **University**, and to achieving the standards of excellence to which the **University** has committed.

48.2. **Staff** are encouraged to participate in professional development activities, including development opportunities aimed at furthering the **staff** member's career and promotion prospects.

48.3. The **University** is committed to providing an ongoing range of career development programs and initiatives to advance the skills, knowledge and career progression of **staff**.

Participation

48.4. All **staff** 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 **staff**. However, no amendment to those guidelines published later than three (3) months into the relevant twelve (12) month period will have any adverse effect on a **staff** member's next incremental assessment.

Mandatory training

48.5. All **staff** must complete the mandatory training requirements set by the **University**, which may be updated from time-to-time.

48.6. Mandatory training entitlements for **casual staff** are outlined at clause 13 (Casual Employment).

Professional development

48.7. **Staff** (excluding **casual staff**) will be provided access to a minimum of 40 hours annual allocation for professional development.

48.8. The **University** will maintain a centrally administered professional development program for **professional staff**.

48.9. The program will provide **professional staff** with the opportunity to apply, on a competitive basis, for support to undertake professional development activities associated with their current role or career development at the **University**, including courses, conferences, workshops, or similar development activities.

48.10. The **University** will determine the funding available for the program, eligibility criteria, and application and assessment processes, and will administer the program in a transparent and equitable manner.

49 Academic Supervisor

49.1. The Executive Dean or Head of School will appoint a supervisor to supervise an **academic staff** member (the 'Academic Supervisor').

49.2. 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**.

49.3. The Academic Supervisor will be at least one (1) level above the **academic staff** member they are supervising, based on the standards described in Schedule 3 (Minimum Standards for Academic Levels), except that 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 **academic staff** member they supervise.

49.4. Where possible, the Academic Supervisor will be a member of the same faculty or **University** research institute in which the **academic staff** member is employed. In circumstances where there is no suitable Academic Supervisor within the academic unit, the **DVC** may appoint an Academic Supervisor from another academic unit in the **University** or from another **University**.

49.5. If an **academic staff** member is dissatisfied with the appointment of their Academic Supervisor, they may request a review of the decision. The **DVC** will conduct the review, where possible. The **DVC**'s review will be undertaken in an expeditious manner, taking into account all relevant information made available to them. The **DVC**'s decision following their review will be final.

50 Minimum Standards for Academic Levels (MSALs)

50.1. The minimum standards for academic levels for full-time and part-time **academic staff** are set out in Schedule 3 (Minimum Standards for Academic Levels).

51 Professional Staff Classification

Position classification

51.1. Positions will be classified at the level which most accurately reflects the duties and responsibilities required to be performed.

51.2. Classification applies to the position itself and not the person occupying the position.

51.3. Classification decisions will be undertaken by People and Culture based on a holistic assessment of the position against the classification descriptors for **professional staff** as set out in Schedule 4 (Professional Staff Position Classification Standards). No single descriptor will determine the classification outcome.

51.4. A **staff** member may be represented in any process under this clause 51 (Professional Staff Classification) by their **union** or a **chosen representative**.

Position reclassification – occupied positions

51.5. A **staff** member or **manager** may seek a review of the classification of a position where:

(a) the duties and responsibilities of the position have changed; or

(b) it is considered that the position is not accurately classified

51.6. To facilitate the review, a revised position description will be:

(a) agreed between the **staff** member and **manager**;

(b) endorsed by the relevant **senior manager**; and

(c) submitted to the People and Culture team for review.

51.7. A **staff** member, **manager** or **senior manager** may seek assistance from People and Culture in reaching agreement during the steps contained in sub-clause 51.6.

51.8. **Staff** members, **manager**s and **senior manager**s will use their best endeavours to progress the process under sub-clause 51.6 in a reasonable timeframe, normally less than two (2) months.

51.9. People and Culture will normally communicate the classification decision to the **staff** member and the **manager** within one (1) month of receiving the review request. If the review does not result in a change to the classification, the outcome will include an explanation of the reasons why the decision was reached.

51.10. A change to classification and corresponding salary will take effect:

(a) from the date of application: where the required duties and responsibilities of the position reflect the higher classification level at the time of the application; or

(b) from the date of the classification decision in sub-clause 51.9: where the required duties and responsibilities of the position do not reflect the higher classification level at the time of the application, but subsequent changes to the position result in classification at a higher level.

Position-based broadbanding

51.11. The **University** may determine an individual position or group of positions is to be broadbanded. Broadbanding means the classification for the position spans two (2) UC Levels.

51.12. A **staff** member in a position with a broadbanded classification will be entitled to progress through the broadbanded salary range, subject to:

(a) the **staff** member demonstrating competency in performing the duties of the higher level classification and/or the acquisition of higher level skills; and

(b) sub-clause 20 (Incremental Salary Progression).

51.13. Notwithstanding sub-clause 51.11 a **staff** member occupying a broadbanded position or a **manager** may apply for reclassification to the next higher classification level in accordance with sub-clauses 51.5 to 51.7.

Personal classification

51.14. Personal classification operates to link two (2) UC Levels together to form an extended pay structure in recognition of high performance and skills development achieved by a **staff** member while in their current position.

51.15. The **CPO** may approve a personal classification for a **staff** member at a higher classification level than the assessed level of their current position, where:

(a) the **staff** member is performing work on an ongoing basis which is at a higher classification level than the position occupied by the **staff** member; and

(b) the **staff** member brings skills, capabilities or attributes to the performance of the work which facilitates work being performed at a higher level; and

(c) the work being performed by the **staff** member is known by and approved by the **University**; and

(d) the **work** being performed by the **staff** member does not constitute the ongoing requirements of the position occupied by the **staff** member.

51.16. Where a position is subject to personal classification:

(a) the personal classification ceases when the position is vacated for any reason. However, the **manager** may review the requirements of the position and seek a reclassification of the position.

(b) if another **professional staff** member acts in the position, they will qualify for higher duties allowance based only on the lower classification level and not the personal classification level. The duties and responsibilities of the **professional staff** member acting in the position will align to the lower classification level.

Part I: Communication and Consultation

52 Consultation on Organisational Change

52.1. **Consultation** on any proposed organisational change will be undertaken in two steps:

(a) Proposal Step; and

(b) Implementation Step.

52.2. **Staff** can be assisted through this process by a **union** or their **chosen representative**(s).

52.3. The **University** will notify and **consult** with affected **staff** and the relevant **union**(s) over any firm proposal for significant and substantial organisational change that is likely to have a significant impact on **staff**. In this clause significant impact includes, but is not limited to:

(a) terminating the employment of **staff** members as a result of redundancy;

(b) major change to the composition, operation or size of the **University**'s workforce or to the skills required of **staff**;

(c) eliminating or removing job opportunities or promotion opportunities;

(d) the alteration of hours of work;

(e) the need to retrain **staff**;

(f) the requirement to transfer **staff** to another work location;

(g) the restructuring of jobs;

(h) the outsourcing of functions; or

(i) contracting out.

52.4. For the avoidance of doubt, **consultation** is required where any one of the above impacts applies.

Replacement academic positions

52.5. The **University** will not propose the disestablishment of an academic position and the creation of a new academic position where the new position is substantially the same position at a lower classification level.

52.6. In determining whether a new academic position is substantially the same position, regard will be had to:

(a) the academic profiles of the positions (education focused, education research or research focused);

(b) the discipline(s), teaching activities, research activities or professional expertise associated with the positions; and

(c) the classification levels of the positions.

52.7. For the avoidance of doubt, a new academic position will ordinarily be regarded as materially different where:

(a) the position has a different academic profile;

(b) the position requires materially different disciplinary, teaching, research or professional expertise; or

(c) there is a difference of at least three (3) academic classification levels between the positions.

Example 1:

Not permitted

A Level D Education Research position in Administrative Law is disestablished and replaced with a Level B Education Research position in Administrative Law.

This would ordinarily be regarded as substantially the same position because:

- the academic profile is the same;
- the discipline expertise is the same; and
- the difference is less than three academic classification levels.

Example 2:

Permitted

A Level D Education Research position in Pharmacology is disestablished and replaced with a Level B Education Focused position in Pharmacology.

This would ordinarily be regarded as materially different because the academic profile is different.

Example 3:

Permitted

A Level D Education Research position in Chinese Language Studies is disestablished and replaced with a Level B Education Research position in Indonesian Language Studies.

This would ordinarily be regarded as materially different because the disciplinary expertise required is materially different.

Proposal step

52.8. Where there is a specific change proposal, the **University** will issue a **consultation** paper to affected **staff** and the relevant **union**(s). The **consultation** paper will include:

(a) an explanation of the rationale for organisational change, including relevant information to inform affected **staff** of the purpose and substance of the proposed organisational change, other than information which is subject to legal privilege or is confidential or commercially sensitive;

(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 **staff**; and

(d) meetings with affected **staff** to discuss and examine the organisational change proposal and alternatives.

52.9. Affected **staff** will be **consulted** about the proposed change through meetings with the **senior manager**, and time will be allowed to discuss and respond to the proposal.

52.10. The **University** will invite affected **staff** and the relevant **union**(s) to give their views about the impact of the change (including any impact in relation to their family or **caring responsibilities**).

52.11. The **University** will give genuine consideration to feedback received and as early as practicable after reaching a final decision to make changes, the **University** will confirm its final decision in writing to affected **staff** and the relevant **union**(s), including providing a summary of any written feedback received during the consultation period and the **University**'s response to that feedback.

Implementation step

52.12. If a decision to proceed is made by the **University**, the **University** will prepare an implementation paper and will **consult** with the affected **staff** or, where **staff** choose, with the relevant **union**(s), regarding the implementation of that change.

52.13. The implementation paper will outline:

(a) the changes to be implemented;

(b) the proposed implementation timeline; and

(c) the reasonably foreseeable impacts on affected **staff**, including any impacts on workload and any positions likely to be affected by redundancy.

52.14. During the **consultation** on the implementation paper, affected **staff** and the relevant **union**(s) will have the opportunity to provide feedback on the implementation of the change and to propose measures to:

(a) mitigate adverse impacts on affected **staff**;

(b) reduce the number of **staff** affected by the change;

(c) avoid or minimise redundancies;

(d) avoid the need for competitive selection processes;

(e) maximise redeployment opportunities; and

(f) otherwise support the implementation of the change.

52.15. The **University** will give genuine consideration to feedback received on the implementation paper, and will provide a summary of any written feedback received during the consultation period and the **University**'s response to that feedback. As part of the implementation of change, the **University** will, where reasonably practicable:

(a) redeploy **staff** who no longer have a position as a result of the final decision to proceed, into **suitable alternative positions,** or **alternative vacant positions**; and

(b) implement measures to mitigate adverse impacts on affected **staff**, including measures proposed by affected **staff** or the relevant **union**(s), unless the **University** reasonably determines that:

i. the proposal does not meet the operational requirements of the **University**;

ii. the proposal would impose unreasonable cost on the **University**;

iii. there is insufficient capacity to modify the working arrangements of other **staff**, or recruit **staff**, to accommodate the proposal;

iv. the proposal would be likely to result in a significant loss in efficiency or productivity;

v. the proposal would likely have a significant adverse impact on the **University**'s operations or services.

52.16. There will be no power of veto over the **University**'s decision-making processes.

53 Changes to Roster or Hours of Work

53.1. Where the **University** proposes to change a **staff** members' roster or ordinary hours of work, the **University** must **consult** with the affected **staff** member and their **chosen representative**(s), if any, about the proposed change.

53.2. The **University** must:

(a) provide to the affected **staff** member and their **chosen representative**(s), if any, information about the proposed change (for example, information about the nature of the change to the **staff** members regular roster or ordinary hours of work and when that change is proposed to commence);

(b) invite the affected **staff** member and their **chosen 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 **staff** member concerned and/or their **chosen representative**(s).

53.3. These provisions are to be read in conjunction with other **Agreement** provisions concerning the scheduling of work and notice requirements.

54 Consultation on Policy

54.1. The **University** undertakes to **consult** affected **staff** and their **chosen representative**(s) on policies that have a significant and substantial effect on the **staff** member(s).

54.2. The **University** undertakes to **consult** affected **staff** and their **chosen representative**(s) in relation to the **University**'s classification policy.

55 Artificial Intelligence

55.1. The **University** recognises artificial intelligence may play an important role in enhancing teaching, research and operations and may use artificial intelligence to support the **University**'s organisational effectiveness and service delivery.

55.2. The **University** will adopt artificial intelligence in a manner that:

(a) supports and enhances the work of **staff** and the student experience;

(b) is consistent with **University** values, including integrity and professional judgement;

(c) is ethical, transparent and compliant with applicable laws and regulations, with appropriate oversight;

(d) ensures that in decisions that have a significant impact on **staff**, there is decision-making by an identifiable:

i. **staff** member;

ii. group of **staff** members; or

iii. decision-making body responsible for the decision; and

(e) ensures that any data collected, processed, or analysed by artificial intelligence systems will be handled in accordance with the **University**'s data protection and privacy policies.

55.3. The use of artificial intelligence may lead to changes in how work is performed, including duties and processes. In such circumstances, the **University** will provide reasonable support, which may include training and development, to assist **staff** to adapt to evolving tools and work practices.

55.4. Where the **University** proposes to introduce artificial intelligence that is likely to result in significant or substantial change, such proposals will be **consulted** on with **staff** in accordance clause 52 (Consultation on Organisational Change).

56 Dispute Resolution Procedures

56.1. The following process will apply for preventing and settling disputes between the **parties** about:

(a) matters arising under this **Agreement**; or

(b) matters arising under the **NES**; or

(c) whether the **University** had reasonable business grounds to refuse:

i. a request for flexible work arrangements; or

ii. a request to extend unpaid parental leave for a further period of up to 12 months.

56.2. A **staff** member may be represented in this procedure by their **union** or a **chosen representative**.

56.3. Where a **union** or a **staff** member wishes to initiate a dispute, they will notify the **CPO** in writing. Where the **University** wishes to initiate a dispute, they will notify the relevant **union**(s) or **staff** member in writing. The notice referred to in this sub-clause 56.3 should specify the matter(s) in dispute, why it is disputed and any options for resolution.

56.4. The parties to the dispute will endeavour to resolve the matter within ten (10) working days. Any resolution will be in the form of a written agreement between the parties to the dispute.

56.5. Until the procedures described in sub-clause 56.4 have been exhausted:

(a) work will continue in the normal manner;

(b) the **University** will not change the work, staffing or the organisation of the work if this is the subject of dispute;

(c) the parties to the dispute will not take any action likely to exacerbate the dispute; and

(d) the subject matter of the dispute will not be taken to the **FWC**.

56.6. If the dispute remains unresolved following the steps set out in sub-clauses 56.3 to 56.5, the matter may be referred to the **FWC** by any party to the dispute for conciliation and/or arbitration.

56.7. In circumstances where the **FWC** determines that it does not have jurisdiction to arbitrate a dispute, the relevant parties to the dispute may allow the **FWC** to conciliate the dispute.

56.8. Where the **FWC** arbitrates the dispute, the decision of the **FWC** will be binding and implemented by the parties to the dispute, subject to the right of appeal.

56.9. If within 40 working days no action is taken by either party to:

(a) refer the dispute to the **FWC**; or

(b) notify the other party in writing that the dispute has not been resolved (and the dispute is then referred to the **FWC** within a further 40 working days),

the dispute will be deemed to be automatically concluded unless the parties to the dispute otherwise agree. This does not prevent renotification of the same or similar dispute.

57Workplace Issue Resolution Procedures

57.1. In this clause 'workplace issue' is defined as an employment-related problem which adversely affects the work and/or work environment which a **staff** member believes to be unfair, inequitable, discriminatory and/or creates an unsafe work environment.

57.2. The **University** is committed to developing and maintaining a harmonious, fair and productive working environment. The **University** aims to overcome workplace issues in a prompt, conciliatory, fair and effective manner.

57.3. A decision made, or action taken, to resolve a workplace issue remains valid even if this procedure is not followed in full. For example, the **University** may adjust timeframes where it considers this necessary.

57.4. The workplace issue resolution procedure outlined in this clause does not apply to matters where the **Agreement**, **University** policy, procedures or guidelines already provide a process to deal with the matter, complaint or dispute, including but not limited to:

(a) **probation** and confirmation of continuing employment;

(b) termination of contracts;

(c) position classification and review; or

(d) performance management or disciplinary processes.

57.5. The workplace issue resolution procedure outlined in this clause does not apply to the following matters:

(a) interpretation of the **Agreement**;

(b) matters that are, or have been, subject to a workers compensation application;

(c) matters that are, or have been, the subject of complaint and investigation by an external authority;

(d) complaints or disputes that are, or have been, the subject of a review process;

(e) matters for which a separate **University** review, appeal or complaint procedure exists; or

(f) matters related to appointments and/or decisions of the **University** Council.

57.6. These procedures do not take away the right of a **staff** member or a party to seek resolution of a matter under clause 56 (Dispute Resolution Procedures) or before an external tribunal or court. These procedures cannot be activated if a matter has been raised under clause 56 (Dispute Resolution Procedures) or is before a court or tribunal.

57.7. The **CPO** may dismiss a complaint if:

(a) it is vexatious, frivolous, malicious or for an improper purpose;

(b) the matter has already been resolved;

(c) the matter occurred more than 12 months ago;

(d) the workplace issue is not directly related to rights and obligations in the employment relationship;

(e) the matter (or a similar circumstance matter) has been raised under clause 56 (Dispute Resolution Procedures);

(f) a party to the complaint is not employed or is no longer employed by the **University**; or

(g) a decision is pending under other Tribunals, Courts or administrative procedures external to the **University**.

Principles

57.8. The **University** respects a **staff** member's right to raise a concern about matters arising directly in connection with their employment and seek a solution. In the first instance, a **staff** member should resolve day-to-day work-related concerns through a discussion with their immediate **manager**.

57.9. A **staff** member may seek assistance from, and may be accompanied by, a **union** or **chosen representative** at any stage of this process.

57.10. The principles of procedural fairness and natural justice will apply to all parties.

57.11. The **University** will, as far as possible, observe the following principles in the handling of a workplace issue:

(a) facilitating informal, early resolution of a workplace issue 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 concerns 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 process.

Procedure

Stage 1: Local Resolution

57.12. The **staff** member will, as soon as practicable, raise the workplace issue with their immediate **manager**.

57.13. If the matter involves an allegation concerning the immediate **manager**, then the **staff** member can raise the matter with their **manager**'s **manager**.

57.14. The **staff** member and the **manager** will meet within ten (10) working days and seek to resolve the matter informally at the local level.

57.15. If the matter cannot be resolved locally, or it is inappropriate to be managed at this level due to its complexity or serious nature, the **staff** member may lodge a formal notification of their workplace issue to the **CPO** outlining:

(a) details of the workplace issue;

(b) actions taken to resolve the workplace issue; and

(c) desired outcome/resolution to address the workplace issue.

Stage 2: Guided Resolution

57.16. A nominee of the **CPO** will undertake to facilitate and guide a process to enable the parties to reach an appropriate outcome. This may include, but is not limited to:

(a) relevant information gathering;

(b) arranging for facilitated discussions or mediation; or

(c) implementation of workplace practices to address the workplace issue.

57.17. Following the above process, the **CPO** nominee will advise the **staff** member of the outcome of the matter, in writing.

57.18. If the **staff** member considers that the workplace issue is not resolved, they may, within five (5) working days of the notification in sub-clause 57.17, request that the **CPO** refer the matter to an investigation.

Stage 3: Resolution Officer

57.19. The **CPO** will, within ten (10) working days of receipt of the request for referral to investigation, consider the request and reasonably determine whether it is appropriate to refer the matter to an investigation. Such referral will only occur where:

(a) The **CPO** is of the view that an investigation will allow for a resolution that is not available through an alternative process in this clause; or

(b) The **CPO** is of the view that the particulars of the matter, if proven, would constitute a serious breach of **University** policy or legislative requirements.

57.20. If the **CPO** determines that an investigation will proceed, then the **CPO** will appoint an independent person as the Resolution Officer (RO) to investigate. The RO may be a person internal or external to the **University**. In appointing a RO, the **CPO** will ensure that:

(a) the RO's skills, expertise and/or knowledge are relevant to the nature of the workplace issue;

(b) there is no conflict of interest; and

(c) the **staff** member does not object to the appointment.

57.21. The **staff** member must not unreasonably refuse the appointment of a RO. If, after reasonable attempts to find an agreed RO, the **staff** member continues to dispute the appointment, the **CPO** may appoint a RO of the **CPO**'s choosing.

57.22. The RO will:

(a) investigate the workplace issue as expeditiously as possible;

(b) conduct the investigation fairly and impartially;

(c) provide a confidential written report on their findings and any recommendation to resolve the workplace issue, to the **CPO** within three (3) weeks of the commencement of the investigation, unless delayed on reasonable grounds.

57.23. The **CPO** will consider the report's findings and any recommendations before determining whether to accept the report, either wholly or partly. The **CPO** may seek advice as appropriate to assist in making a decision.

57.24. The **CPO** will provide the **staff** member and any other parties to the workplace issue a confidential summary of the investigation findings and will inform them of their decision in writing.

57.25. The decision of the **CPO** will be final and is not subject to further review or appeal. If the **staff** member is not satisfied with the outcome, they may seek assistance through an external body, such as the Ombudsman.

57.26. A workplace issue will be considered to be resolved if:

(a) it is withdrawn in writing by the **staff** member at any stage in this process;

(b) a resolution is reached, including in accordance with sub-clauses 57.14 and 57.17;

(c) it is dismissed by the **CPO** in accordance with sub-clause 57.7; or

(d) the **CPO** has made a determination under sub-clause 57.19 or 57.24.

Part J: Ending Employment

58 Resignation

Academic staff

58.1. Continuing **academic staff** may resign from their employment by giving at least three (3) months' written notice, unless otherwise agreed between the **staff** member and the **University**.

58.2. Fixed-term **academic staff** may resign by giving at least one (1) months' written notice, unless otherwise agreed between the **staff** member and the **University**.

58.3. If a **staff** member does not serve the full notice period, the **University** may deduct from the **staff** member's final salary an amount equivalent to the shortfall in written notice.

Professional staff

58.4. Continuing **professional staff** may resign from their employment by giving at least four (4) weeks' written notice, unless otherwise agreed between the **staff** member and the **University**.

58.5. Fixed-term **professional staff** may resign by giving at least two (2) weeks' written notice, unless otherwise agreed between the **staff** member and the **University**.

59 Redundancy and Redeployment

59.1. This clause 59 (Redundancy and Redeployment) does not detract from the obligations of the **University** to **consult** pursuant to clause 52 (Consultation on Organisational Change).

59.2. Where a continuing **staff** member has been identified as likely to have their position cease on the basis of redundancy, the **University** will reimburse costs of up to $500 for professional financial advice for each affected **staff** member, subject to proof of expenditure.

Grounds for redundancy

59.3. A redundancy occurs where the **University** has decided to terminate the employment of one or more continuing **staff** members where:

(a) the **University** no longer requires the job performed by the **staff** member to be performed within the **University**;

(b) the **University** has complied with any applicable **consultation** requirements under this **Agreement**; and

(c) it is not reasonable in all the circumstances to redeploy the **staff** member to other **suitable alternative position**/s within the **University**.

Notice of redundancy

59.4. Where the **University** determines that a continuing **staff** member's position will cease due to redundancy, the **University** will give the affected **staff** member written notice of redundancy as soon as practicable.

59.5. The notice of redundancy will specify the date on which the affected **staff** member's employment is anticipated to cease; the grounds for the redundancy and the options available to the **staff** member under sub-clause 59.7.

59.6. The notice of redundancy will also include the commencement date for an eight (8) week notice period. The notice period will commence on a date that is determined by the **University** after the completion of the redundancy election period pursuant to sub-clause 59.7. Where a redundancy has been notified as a result of an organisational change determined under clause 52 (Consultation on Organisational Change), the notice period will commence no earlier than the effective date of the change, unless an earlier date is requested by the **staff** member. Where a redundancy is not a result of an organisational change determined under clause 52 (Consultation on Organisational Change), the notice period will commence no earlier than five (5) weeks from the date of the notice of redundancy under sub-clause 59.4 less an earlier date is requested by the **staff** member.

Redundancy election period

59.7. Within one (1) week of the affected **staff** member being sent the notice of redundancy, the **staff** member must:

(a) Elect in writing to accept redundancy and depart early and receive payment in lieu of the remainder of the eight (8) week notice period in addition to a redundancy payment under sub-clause 59.9;

(b) Elect in writing to accept redundancy and work through the remainder of the eight (8) week notice period in addition to receiving a redundancy payment under sub-clause 59.9; or

(c) Elect in writing to seek formal redeployment and work through the eight (8) week notice period.

59.8. **Staff** who elect to work through the eight (8) week notice period will be provided with reasonable access to leave to attend job interviews or other job search activities, subject to provision by the **staff** member of documentary evidence of the activity.

Redundancy payment

59.9. A redundancy payment under this clause 59 (Redundancy and Redeployment) will be calculated as follows:

Entitlement	Maximum Entitlement in number of weeks
Redundancy pay of 22 weeks' salary	22 weeks
Plus service-based redundancy pay of 2 weeks' salary per completed year of service	52 weeks
Plus Academic Employment Transition Payment (academic staff only) of 12 weeks' salary	12 weeks, subject to sub-clause 59.11.

59.10. For the purposes of this clause, the Academic Employment Transition Payment recognises the longer recruitment and engagement timeframes typically associated with academic employment, and the potential need for **academic staff** to relocate to obtain comparable employment.

59.11. The maximum redundancy payment payable under this clause, including any Academic Employment Transition Payment, is 74 weeks' salary. This limit does not include payment made in respect of leave entitlements.

59.12. In addition to the payment at sub-clause 59.9, the **staff** member will also receive payment in lieu of untaken accrued recreation leave and accrued long service leave credits, including where they have less than seven (7) years' of service in accordance with sub-clause 36.9.

59.13. Any **academic staff** member who was employed by the **University** on a continuing basis before the commencement date of this **Agreement** and who continues to be employed on a continuing basis by the **University** until the date of their termination under this clause 59 (Redundancy and Redeployment) will be entitled to receive a payment not less than the payment they would have received under clause 50 of the **Former Enterprise Agreement**.

Redeployment process

59.14. Where the **staff** member elects under sub-clause 59.7 to seek redeployment, the **staff** member will work through their eight (8) week notice period and participate in the **University**'s redeployment process. The **University** will make reasonable efforts during the redeployment process to redeploy the **staff** member and avoid redundancy. If during the notice period, the **staff** member changes their mind about seeking redeployment, they may request in writing to depart early and receive payment in lieu of the remainder of the eight (8) week notice period in addition to a redundancy payment under sub-clause 59.9 The **University** will not unreasonably deny such a request.

59.15. Where the **staff** member has insufficient duties to undertake during this period and the **University** is unable to identify suitable other duties for the **staff** member, the **staff** member may, at the **University**'s discretion, be placed on paid special leave for the remainder of the notice period.

59.16. During the redeployment process the **University** will (taking into account the relevant skills and experience of the **staff** member) discuss reasonable retraining options (if required) and review vacancies within the **University** and offer the **staff** member a **suitable alternative position** where such a position exists.

Example

Suitable Alternative Position

A **staff** member working in a Faculty in accounts occupies a position which is being disestablished. A position related to handling accounts is available in the Operations Portfolio at the same level and employment fraction.

This would ordinarily be regarded as a **suitable alternative position** because:

- the level and employment fraction are the same; and
- overall, the position is similar, as it is a position working on accounts.

Not a Suitable Alternative Position

A **staff** member works as an Information Technology Manager and occupies a position which is being disestablished. A position as an Operations Manager is available in a Faculty at the same level and employment fraction.

This would ordinarily not be regarded as a **suitable alternative position** because despite the level and employment fraction being the same:

- an Information Technology Manager is not the same or related to a role as an Operations Manager as it relates to a different professional field, despite both being managerial roles.

59.17. During the redeployment period, where there is no **suitable alternative position**, a **staff** member may seek, or the **University** may offer redeployment into an **alternative vacant position**. There will be no obligation for the **staff** member to accept an **alternative vacant position**.

59.18. The **University** may also consider redeployment to positions at a higher classification than the **staff** members' redundant position, however in such a circumstance, the **staff** member will be required to undertake a merit-based appointment process to assess suitability for the higher-level position.

59.19. If at the expiry of the notice period, the **staff** member has not been redeployed, the **University** may terminate the **staff** member's employment as a result of redundancy, in which case a redundancy payment calculated in accordance with sub-clause 59.9 will apply.

59.20. Where a **staff** member accepts redeployment to a lower classification level under sub-clause 59.17, the **staff** member will receive salary maintenance at their previous rate of pay or employment fraction for a period of six (6) months. Following this period, the **staff** member 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 **staff** member electing to maintain their 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.

60 Voluntary Early Retirement

60.1. The **University** may, at its discretion, offer voluntary early retirement to a **staff** member or specific groups of **staff** where:

(a) such **staff** 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 a **staff** member 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.

60.2. The **University** may offer a **staff** member early retirement, in accordance with a scheme approved by the Commissioner of Taxation, by agreement.

61 Ill Health Separation

61.1. The **University** may give written notice of its intention to terminate the employment of a **staff** member on the grounds of ill health, which includes a period of notice of termination in accordance with clause 62 (Termination of Employment - Notice) if:

(a) a medical report received under clause 44 (Ill Health Assessment) reveals that the **staff** member 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; or

(b) pursuant to clause 44 (Ill Health Assessment) the **staff** member refuses or fails to attend the medical examination without reasonable cause and the **University** concludes the **staff** member is unable to perform the regular duties of their position within twelve (12) months.

61.2. Prior to finalising its decision, the **University** will provide the **staff** member ten (10) working days to:

(a) respond to any proposed action it may take including providing the opportunity for the **staff** member to resign the employment;

(b) request that the findings of the medical report are confirmed by a second opinion from an AHPRA registered **health professional** chosen in **consultation** with the **University** and the **staff** member's **chosen representative**, before any termination of employment proceeds; or

(c) inform the **University** of the **staff** member's intention to apply for total and permanent disability or temporary disability benefit with their superannuation fund (or comparable superannuation insurance benefits).

For clarity, any costs associated with this sub-clause 61.2(b) will be borne by the **University**.

61.3. Where a **staff** member informs the **University** of their intention to apply for a total and permanent disability or temporary disability benefit (or comparable benefit) with their superannuation fund under sub-clause 61.2(c):

(a) the **University** will not progress the termination of employment pending the outcome of the application to their superannuation fund;

(b) where the application is denied, the **University** may continue the process under this clause 61 (Ill Health Separation), subject to the **staff** member's right to request confirmation of the medical findings under sub-clause 61.2(b) before any decision to terminate employment is made;

(c) where an application for total and permanent disability is approved, the **University** may terminate the **staff** member's employment on the grounds of ill health; and

(d) where an application for temporary disability benefit is approved, the termination of employment process will be suspended and will not progress during the period for which the benefit is approved.

61.4. Following the cessation of a temporary disability benefit, and before making any further decision under this clause 61 (Ill Health Separation), the **University** will review the **staff** member's circumstances, including:

(a) any updated medical information available at that time;

(b) any information provided by the **staff** member; and

(c) whether the **staff** member remains unable to perform the duties required of their position within a reasonable period.

61.5. Where the superannuation fund decides that the **staff** member is capable of resuming work and the **University** disputes that decision, the **University** may proceed continue the process in accordance with this clause 61 (Ill Health Separation) without further notice, subject to the **staff** member's right to request confirmation of the medical findings under sub-clause 61.2(b) before any decision to terminate employment is made.

61.6. Following completion of the processes under sub-clauses 61.4 and 61.5 (where applicable), the **University** may:

(a) discontinue the ill health separation process;

(b) implement other appropriate measures; or

(c) proceed with the termination process under this clause 61 (Ill Health Separation).

61.7. Nothing in this clause 61 (Ill Health Separation) excludes the operation of section 352 of the **Act** or regulation 3.01 of the **Regulations**.

62 Termination of Employment – Notice

62.1. Any termination of employment at the initiative of the **University** will be in accordance with the terms of this **Agreement**.

62.2. Unless otherwise provided in this **Agreement**, the period of notice to terminate the employment of **academic staff** for reasons other than serious misconduct is three (3) months' notice, or the payment of equivalent salary instead of notice.

62.3. Unless otherwise provided in this **Agreement**, the period of notice to terminate the employment of **professional staff** for reasons other than serious misconduct 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 a **staff** member over 45 years of age with at least 2 years continuous service.	

63 Managing Performance

Scope

63.1. This clause applies to all **staff** who are employed under the **Agreement**, except **senior manager**s, **casual staff** and **staff** on **probation**.

63.2. **Staff** members will be afforded natural justice and procedural fairness in connection with the processes outlined in this clause 63 (Managing Performance).

63.3. A **staff** member may be represented in these processes by their **union** or a **chosen representative**.

63.4. Disciplinary action in relation to unsatisfactory performance will only occur in accordance with this clause 63 (Managing Performance).

63.5. Results from the InterFace Student Experience Questionnaire (ISEQ), or any replacement system however named, will not be relied upon in isolation as evidence of performance concerns, but may be taken into account in context with other relevant information. In considering ISEQ feedback, the **University** will be conscious of the potential for direct or indirect discrimination in relation to ISEQ feedback.

63.6. The **University** promotes a culture of open, ongoing conversations about performance. **Manager**s and **staff** are expected to engage regularly in constructive performance discussions, including through the annual performance and development planning cycle. Where immediate performance concerns arise, the **University**'s preference is for early intervention. **Manager**s are expected to raise these matters promptly and seek to address them informally and at the earliest opportunity.

63.7. Where there are concerns that a **staff** member is not performing the duties of their position or appointment at a level reasonably expected, having regard to:

(a) the nature and purpose of the position;

(b) its classification and duties; and

(c) the experience level of the **staff** member,

the **University** will apply the following managing performance process:

Stage 1 - Performance Improvement Counselling

(a) Performance improvement counselling is intended to address performance concerns through discussion, feedback, guidance, coaching and support.

(b) The **University** may provide advice or support measures as appropriate; however, this stage does not require the development of a documented performance improvement plan, action plan or similar document, beyond the written record of discussion referred to in Stage 1 (e).

(c) The **manager** will arrange a meeting with the **staff** member to discuss their performance concerns.

(d) During the meeting:

i. The **manager** will outline the specific concerns regarding the **staff** member's performance and inform the **staff** member that the concerns are being raised consistent with Stage 1 of this clause.

ii. The **staff** member will be given the opportunity to respond and to indicate any known mitigating factors which may be affecting the **staff** member's performance. In such circumstances, it may be appropriate to make temporary adjustments to work arrangements, where these may assist the **staff** member to improve their performance.

iii. The **manager** and **staff** member will discuss measures that may be taken to improve the **staff** member's performance. This discussion will include an outline of the performance expectations required, any corrective actions and any appropriate guidance, support, counselling or appropriate training or professional development that would reasonably assist the **staff** member to improve their performance.

iv. The **manager** will set down a date in the future, after a reasonable period of time, to meet again to review the **staff** member's progress against the required performance expectations. The period of time must be sufficient for a **staff** member to meet the required performance expectations.

(e) The **manager** will make a written record of the discussion and provide a copy to the **staff** member.

(f) If the **staff** member has met the outcomes and expectations of the performance improvement counselling, the process will cease.

Stage 2 - Performance Improvement Plan

(a) Following stage 1, where the **manager** remains of the view that the **staff** member is not performing the duties of their position or appointment at a level reasonably expected, the **manager** will:

i. meet with the **staff** member to discuss the specific performance concerns and provide those concerns to the **staff** member in writing;

ii. counsel the **staff** member about their performance;

iii. **consult** with the **staff** member in the development of a performance improvement plan;

iv. give the **staff** member clear and reasonable expectations about the required standards of performance in a performance improvement plan; and

v. provide the **staff** member a reasonable period of time to demonstrate performance against those expectations.

(b) The performance improvement plan will:

i. specify the required performance standard (that must be consistent with the level and duties of the position);

ii. specify the nature of the improvement required, how performance will be measured and provide reasonable time within which reasonable improvement is expected;

iii. where necessary, include a requirement to undertake training or professional development to assist in performance improvement; and

iv. include the provision of guidance and support, where required.

(c) If the **staff** member has met the outcomes and expectations of the performance improvement plan, the process will cease.

Stage 3 - Performance Improvement Plan Outcome

(a) Where the performance improvement plan has not led to improvement in performance to the required standard, disciplinary action may be taken against the **staff** member. If disciplinary action is proposed to be taken, the **staff** member will be advised of the finding of unsatisfactory performance and proposed disciplinary action in writing, including details of any relevant facts and documentation.

(b) The **staff** member will be provided with not less than ten (10) working days to make a written submission to 'show cause' in relation to the finding of unsatisfactory performance and proposed disciplinary action.

(c) The response of the **staff** member, including any relevant evidence will be considered by the relevant **senior manager**, in conjunction with People and Culture and a report will be provided to the **CPO** (for **professional staff**) or **DVC** (for **academic staff**) which details the performance concerns, proposed disciplinary action and the **staff** members response. A copy of the report will also be provided to the **staff** member.

(d) The **CPO** or **DVC** will consider the report and decide what, if any, disciplinary action will be taken against the **staff** member.

(e) If the outcome results in disciplinary action, the **manager** and **CPO** or **DVC** will provide the opportunity to meet with the **staff** member to discuss the outcome. The **staff** member will be offered the opportunity to invite a support person to the meeting.

(f) The **staff** member will be notified in writing of the **CPO** or **DVC**'s decision, including any disciplinary action and the operative date of that disciplinary action.

(g) If the disciplinary action notified under Stage 3 (f) is termination of employment, or demotion:

i. That decision will take effect at the end of ten (10) working days after notification or, if the **staff** member seeks a review in accordance with clause 66(Review of Decision) and the original decision is confirmed under sub-clause 66.14, will take effect in accordance with sub-clause 66.14 at that time.

ii. The **CPO** may determine for the **staff** member to be suspended with or (in cases of termination of employment) without pay until the operative date of the disciplinary action or, if the **staff** member seeks a review in accordance with clause 66 (Review of Decision), the conclusion of the review (including the operative date of any decisions under the review).

iii. With the approval of the **CPO**, the **staff** member may draw on any accrued entitlement to recreation leave or long service leave for the duration of any suspension without pay;

iv. The **CPO** may at any time direct that salary be paid, in part or in full for any period of suspension without pay, on the grounds of hardship;

v. Any lost salary and other entitlements will be reimbursed if it is determined that the decision is not upheld.

vi. Except where a **staff** member seeks a review in accordance with clause 66 (Review of Decision), the **CPO** or **DVC**'s decision under this clause is final, subject to the jurisdiction of any court or tribunal, but for this clause, would have jurisdiction to deal with the matter.

vii. For the avoidance of doubt, notice in accordance with clause 62 (Termination of Employment – Notice) applies from the date the decision takes effect and may be paid in lieu at the **University**'s discretion.

64 Handling Misconduct and Serious Misconduct

64.1. This clause applies to all **University staff** who are employed under the **Agreement**, except for **senior manager**s, **casual staff** and **staff** on **probation**.

64.2. **Staff** members will be afforded natural justice and procedural fairness in connection with the process outlined in this clause.

64.3. A **staff** member may be represented in these processes by their **union** or a **chosen representative**.

64.4. Disciplinary action in relation to misconduct or serious misconduct will only occur in accordance with this clause 64 (Handling Misconduct and Serious Misconduct). For the avoidance of doubt, this does not preclude conduct-related matters being addressed in action taken in accordance with clause 63 (Managing Performance).

64.5. Where an allegation/s in accordance with sub-clause 64.10 of misconduct/serious misconduct involve(s) gender-based violence:

(a) the matter will be dealt with in accordance with this **Agreement**;

(b) the **University** will apply the investigation and appeal (independent review) timelines set out in the National Higher Education Code to Prevent and Respond to Gender-based Violence (as amended from time to time) and notify relevant staff accordingly;

(c) the **University** may approve an extension of these timelines in circumstances where required by the particular context of the matter (e.g. to ensure procedural fairness or to complete a review of evidence) and will identify to the parties the reason for the extension.

64.6. The process for managing research misconduct is covered in clause 65 (Breaches of the Research Code).

Definitions

64.7. For the purpose of interpreting this clause:

(a) "serious misconduct" means conduct or a kind envisaged under section 12 of the **Act** and regulation 1.07 of the **Regulations**. Serious Misconduct may also include circumstances where the **staff** member has engaged in repeated misconduct for which disciplinary action has previously been taken.

(b) "misconduct" means conduct that is not serious misconduct but is nevertheless unacceptable. Examples of behaviour which may constitute misconduct include failure to comply with the terms of this **Agreement**, a breach of the Charter of Conduct and Values, or refusal to follow reasonable and lawful direction. For the avoidance of doubt, conduct that potentially constitutes serious misconduct may be assessed as serious

misconduct regardless of whether it also falls within an example of misconduct set out in this sub-clause 64.7(b).

(c) "disciplinary action" means formal warning; requiring the **staff** member to attend training; suspension with or without pay; withholding an increment for one year; demotion by one or more classifications or increments; transfer to another position with pay appropriate to that position; physical relocation at the **staff** member's campus; suspension of access to certain **University** locations or equipment; termination of employment; or any other actions permissible by law.

(d) "termination of employment" means termination of employment at the initiative of the **University**. Termination of employment will only occur in cases of serious misconduct.

Suspension

64.8. The **CPO** may suspend a **staff** member with or without pay at any time during a process for managing misconduct or serious misconduct until the conclusion of the matter, provided that:

(a) Suspension without pay can only occur in cases of serious misconduct;

(b) With the approval of the **CPO**, the **staff** member may draw on any accrued entitlement to recreation leave or long service leave for the duration of any suspension without pay;

(c) The **CPO** may at any time direct that salary be paid, in part or in full for any period of suspension without pay, on the grounds of hardship;

(d) The **CPO** may at any time reconsider the issue of the suspension of the **staff** member; and

(e) While suspended, the **staff** member may be excluded from the **University** or any identified parts of the **University**, but will be permitted reasonable access to the **University**'s systems and facilities for the preparation of their case and to collect personal property.

Procedure

64.9. Where a matter arises that includes conduct that could be the subject of allegations of misconduct and/or serious misconduct, the **University** may decide whether it is appropriate for the matter to be:

(a) discussed between the **staff** member and their **manager** to determine whether it can be addressed through guidance, counselling or other appropriate action in the first instance;

(b) subject to an investigation; or

(c) the subject of formal allegations in accordance with sub-clause 64.10.

64.10. Where the **University** decides to proceed with formal allegations following the steps taken under sub-clause 64.9, the **staff** member will be:

(a) advised in writing of the alleged misconduct or serious misconduct, including details of the allegations and whether they are considered to be serious misconduct; and

(b) given not less than ten (10) working days to make written submissions in relation to the allegations.

64.11. If at any stage during the procedures under this clause, the **University** finds that the details of the allegation(s) should be amended or new details added, the **staff** member must be advised of this in writing and be given a further reasonable opportunity to make written submissions prior to any further steps being taken by the **University**.

64.12. The **CPO** will consider the allegation(s) and the **staff** member's response.

64.13. The **CPO** may determine that allegation(s) of serious misconduct amount only to misconduct.

64.14. The **CPO** will advise the **staff** member in writing of their decision as to whether there was misconduct and/or serious misconduct.

64.15. If the **CPO** determines that no disciplinary action will be taken and the **staff** member has been suspended in accordance with sub-clause 64.8, the **staff** member will be reinstated at no loss of salary or conditions, and any salary withheld or other entitlements used during a period of suspension will be reimbursed.

64.16. If there was misconduct and/or serious misconduct, the **CPO** will notify the **staff** member of any disciplinary action and the operative date of that disciplinary action.

64.17. If the disciplinary action notified under sub-clause 64.16 is termination of employment, or demotion:

(a) That decision will take effect at the end of ten (10) working days after notification or, if the **staff** member seeks a review in accordance with clause 66 (Review of Decision) and the original decision is confirmed under sub-clause 66.14, will take effect in accordance with sub-clause 66.14 at that time; and

(b) The **CPO** may determine for the **staff** member to be suspended with or without pay until the operative date of the disciplinary action or, if the **staff** member seeks a review in accordance with clause 66 (Review of Decision), the conclusion of the review (including the operative date of any decisions under the review).

64.18. Except where a **staff** member seeks a review in accordance with clause 66 (Review of Decision), the **CPO**'s decision under this clause is final, subject to the jurisdiction of any court or tribunal, but for this clause, would have jurisdiction to deal with the matter.

64.19. Termination of employment on the basis of serious misconduct may be without notice from the date the decision takes effect. Where the **University** elects to provide notice, the notice period applies from the date the decision takes effect and may be paid in lieu at the **University**'s discretion.

65Breaches of the Research Code

65.1. **Staff** members will be afforded natural justice and procedural fairness in connection with the processes outlined in this clause.

65.2. A **staff** member may be represented in these processes by their **union** or a **chosen representative**.

65.3. The **University** and **staff** have specific responsibilities under the **Research Code**. Nothing in this clause requires the **University** to act in a manner that would breach the **Research Code** as in force and as varied or replaced from time to time.

Definitions

65.4. For the purpose of interpreting this clause:

(a) a "**Research Code** Breach" is a failure to meet the principles and responsibilities of the **Research Code**, and may refer to a single breach or multiple breaches. The **Research Code Guide** sets out examples of behaviour that may constitute a breach of the **Research Code**.

(b) "Research Misconduct" is a serious breach of the Code which is also intentional or reckless or negligent. The **Research Code Guide** provides guidance on the appropriate use of the term "Research Misconduct".

(c) "disciplinary action" means formal warning; requiring the **staff** member to attend training; requiring the staff member to make corrective actions; suspension with pay; withholding an increment for one year; demotion by one or more classifications or increments; transfer to another position with pay appropriate to that position; physical relocation at the **staff** member's campus; suspension of access to certain **University** locations or equipment; or termination of employment.

(d) "termination of employment" means termination of employment at the initiative of the **University**.

65.5. Where a complaint is received that involves issues relating to a potential breach of the **Research Code**, the **University**'s **Designated Officer** (**DO**) will initially deal with the matter.

65.6. Where the **DO** determines that the matter relates to a potential **Research Code** Breach, they will refer the matter to the **Assessment Officer** (**AO**) for a preliminary assessment.

Preliminary assessment

65.7. The purpose of the preliminary assessment is to gather and evaluate facts and information, and assess whether the complaint, if proven, would constitute a **Research Code** Breach.

65.8. The preliminary assessment will be conducted by the **AO** in a manner consistent with the **Research Code Guide**.

65.9. At the conclusion of the preliminary assessment, the **AO** will provide to the **DO**:

(a) a summary of the process that was undertaken;

(b) an inventory of the facts and information that was gathered and analysed;

(c) an evaluation of facts and information;

(d) how the potential breach relates to the principles and responsibilities of the **Research Code** and/or institutional processes;

(e) a statement on whether the conduct is repeated, the facts are contested and/or whether the complaint is of a serious nature; and

(f) recommendations for further action.

65.10. The preliminary assessment advice will be considered by the **DO** who determines, on the basis of the facts and information presented, whether the matter should be:

(a) dismissed;

(b) resolved locally with or without corrective actions;

(c) referred for Investigation; or

(d) referred to other institutional processes.

65.11. Where the complaint is found to have no basis in fact (for example, due to a misunderstanding or because the complaint is frivolous or vexatious), then efforts, if required, must be made to restore the reputation of any affected parties.

65.12. In circumstances of an admission by the respondent of a **Research Code** Breach, the **University** may still conduct an investigation to identify appropriate corrective actions, any other parties that may be complicit or any other necessary steps.

Investigation

65.13. The purpose of the investigation is to make findings of fact to allow the **Responsible Executive Officer** (**REO**) to assess whether a **Research Code** Breach has occurred, the extent of the breach and the recommended actions. This is done by examining the facts and information from the Preliminary Assessment, and gathering and examining further relevant evidence if required.

65.14. After the **DO** determines an investigation is required, the following steps should be taken:

(a) prepare a clear statement of allegations; and

(b) review or develop the terms of reference for the investigation.

65.15. The **DO** will also convene an Independent Panel. In convening an Independent Panel, the **DO** will ensure:

(a) that the chair of the Panel is experienced in the conduct of tribunals of fact;

(b) that the terms of reference for the investigation are consistent with the **Research Code Guide**; and

(c) that the membership of the Panel includes a nominee of **NTEU** and is consistent with the **Research Code Guide**.

65.16. The **DO** will **consult** with the **NTEU** in relation to the appointment of the chair in sub-clause 65.15(a) to ensure the panel chair has sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline).

65.17. On completion of the investigation, the Panel will prepare a draft written report of the Investigation. The draft report should contain findings of fact and any recommendations. The draft report should be provided to the respondent with a reasonable timeframe to comment. The timeframe given should reflect the complexity of the matter. Following consideration of any further information, the report is finalised.

65.18. The **DO** will consider the findings of fact, evidence presented and any recommendations made by the Panel. The **DO** will also consider the extent of the breach, the appropriate corrective actions and if referral to disciplinary procedures is required. The **DO** will provide the final report to the **REO** with recommendations.

65.19. Where the **REO** accepts that a **Research Code** Breach has been found, the **REO** will determine the **University**'s response including any disciplinary action, taking into account the extent of the Breach. Any decisions or actions are to be communicated to the respondent and the complainant. Subsequent actions may include informing relevant parties (such as funding bodies, other relevant authorities or other institutions) of the outcome.

65.20. Termination of employment, demotion, or withholding of an increment in accordance with sub-clause 65.18 will only occur in cases of Research Misconduct.

65.21. The **REO** may make a public statement where appropriate to communicate the outcome of an investigation.

65.22. Where the allegation is found to have no basis in fact then efforts must be taken to restore the reputation of those alleged to have engaged in improper conduct.

65.23. Notwithstanding these procedures, where the **DO** considers that the allegations of a **Research Code** Breach may involve action in concert between staff of more than one employer, the relevant **DO** (or equivalent) of the employers, and the **NTEU** may agree in writing that a joint Investigation be held. The procedures for such joint investigations will be agreed in writing between the relevant **DO**s (or equivalent) and **NTEU**. Where this occurs, those agreed procedures will apply in substitution for the procedures otherwise set out in this **Agreement**.

Disciplinary action and review

65.24. Any disciplinary action notified under sub-clause 65.18:

(a) will take effect at the end of ten (10) working days after notification or, if the **staff** member seeks a review in accordance with clause 66 (Review of Decision) and the original decision is confirmed under sub-clause 66.14, will take effect in accordance with sub-clause 66.14 at that time; and

(b) in the event that the disciplinary action is termination of employment, the **CPO** may determine for the **staff** member to be suspended with or without pay until the operative date of the disciplinary action or, if the **staff** member seeks a review in accordance with clause 66 (Review of Decision), the conclusion of the review (including the operative date of any decisions under the review).

Review of investigative processes

65.25. A respondent may also request an external review into the **University**'s investigative processes within 12 weeks of the **University** concluding a Preliminary Assessment or an Investigation from the Australian Research Integrity Committee in accordance with the **ARIC Framework**.

66 Review of Decision

Request for review

66.1. If a decision made under clauses 63 (Managing Performance), 64 (Handling Misconduct and Serious Misconduct) or 65 (Breaches of the Research Code) is a decision to terminate the employment of the **staff** member or to demote the **staff** member, a **staff** member may seek a review of the decision only on the following grounds:

(a) The **staff** member considers that, overall, there is not sufficient evidence to support a finding of unsatisfactory performance, misconduct/serious misconduct or a breach of the **Research Code**; and/or

(b) The **staff** member considers that there has been a substantial flaw in following the procedures of 63 (Managing Performance), clauses 64 (Handling Misconduct and Serious Misconduct) or 65 (Breaches of the Research Code).

66.2. In order to request a review, a **staff** member must lodge their request in writing to the **CPO** within ten (10) working days of the **staff** member receiving the notice of the decision to terminate the employment of the **staff** member or demote the **staff** member, and provide the following materials at the time the request is lodged:

(a) the basis for requesting the review;

(b) any written submissions supporting the request for the review; and

(c) any documentary evidence that the **staff** member relies on in respect of sub-clause 66.2(a) and 66.2(b).

66.3. The **University** may also offer **staff** the opportunity to access a review of a decision at its discretion in circumstances other than those described in sub-clause 66.1. In those circumstances, a **staff** member must lodge their request in

writing to the **CPO** within ten (10) working days of the **staff** member being offered the opportunity to request a review, and provide the following materials at the time the request is lodged:

(a) the basis for requesting the review;

(b) any written submissions supporting the request for the review; and

(c) any documentary evidence that the **staff** member relies on in respect of sub-clause 66.3(a) and 66.3(b).

Independent reviewers

66.4. Independent Reviewers will have relevant experience, be independent and command the confidence of management and **staff**.

66.5. A pool of agreed Independent Reviewers will be established and maintained, and should at any time consist of no less than five (5) persons and no more than 15 persons. At any time, the **CPO** and President of the **University NTEU** Branch (or delegate) can confer with a view to reaching agreement on whether names need to be added to or removed from the agreed pool.

66.6. Where agreement cannot be reached on an agreed pool, either the **University** or the **NTEU** may seek the assistance of the **FWC** in resolving the issue. The **FWC** may convene a conference/s, and if agreement cannot be reached, the **University** and the **NTEU** agree to comply with any recommendation of the **FWC** regarding the composition of the pool.

66.7. The **University** will choose an Independent Reviewer from the agreed pool as required.

Independent review

66.8. If a **staff** member seeks a review in accordance with this clause, the **CPO** will engage an Independent Reviewer within ten (10) working days.

66.9. The **University** will provide the Independent Reviewer with the documents provided by the **staff** member under sub-clause 66.2(c) and the **University**'s written submissions including any supporting materials within ten (10) working days of the request for review being made.

66.10. The Independent Reviewer will consider the material provided and may seek additional information if the Independent Reviewer considers that this is necessary.

66.11. The Independent Reviewer will provide their report within ten (10) working days of receiving the material provided. The **CPO** will not unreasonably refuse a request from the Independent Reviewer for an extension of time.

66.12. The Independent Reviewer will report their findings and recommendations to the **staff** member and the **CPO**, outlining:

(a) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance (in the case of review of decisions under clause 63 (Managing Performance) or misconduct/serious misconduct (in the case of reviews of decisions under clause 64 (Handling Misconduct and Serious Misconduct) or a breach of the **Research Code** (in the case of review of decisions under clause 65 (Breaches of the Research Code));

(b) whether there has been a substantial flaw in following the procedures of clauses 63 (Managing Performance), 64 (Handling Misconduct and Serious Misconduct) or 65 (Breaches of the Research Code); and

(c) make a recommendation (if any) about disciplinary action in light of the matters outlined in sub-clauses 66.12(a) and 66.12(b) above.

Further consideration of termination or demotion decision

66.13. The original decision maker (**CPO** or **DVC**), having considered the Independent Reviewers report, may confirm their original decision or may reconsider the decision and determine what, if any, disciplinary action should be taken. They may seek additional information if they consider that this is necessary.

66.14. The relevant decision maker (**CPO** or **DVC**) will then advise the **staff** member and their **senior manager** in writing of the decision.

66.15. Where the original decision was to terminate the **staff** member's employment and this is confirmed, the notice period (if any) (or payment in lieu) will then apply from the written notification in sub-clause 66.14.

66.16. The decision of the **CPO** or **DVC** will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

SCHEDULES

Schedule 1. Staff Salaries

ACADEMIC STAFF SALARIES	STEP	First full pay period after 1 Jan 2026	FFPPOA Staff Vote	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
		2.4%	**1.5%**	**3%**	**3.5%**	**3.5%**	**3%**
Academic Level A (Associate Lecturer)	Step 1	81,870	83,097	85,590	88,586	91,687	94,437
	Step 2	86,471	87,768	90,401	93,565	96,839	99,745
	Step 3	91,067	92,433	95,205	98,538	101,987	105,046
	Step 4	95,678	97,113	100,026	103,527	107,150	110,365
	Step 5	99,425	100,916	103,943	107,581	111,347	114,687
	Step 6[1]	103,158	104,705	107,846	111,620	115,527	118,993
	Step 7	106,905	108,508	111,763	115,675	119,724	123,315
	Step 8	110,649	112,308	115,677	119,726	123,917	127,634
Academic Level B (Lecturer)	Step 1	116,403	118,149	121,693	125,952	130,361	134,271
	Step 2[2]	120,723	122,533	126,209	130,626	135,198	139,254
	Step 3	125,031	126,906	130,713	135,288	140,023	144,224
	Step 4	129,353	131,293	135,232	139,965	144,863	149,209
	Step 5	133,608	135,611	139,680	144,568	149,628	154,117
	Step 6	137,865	139,932	144,130	149,175	154,396	159,028
Academic Level C (Senior Lecturer)	Step 1	142,121	144,252	148,580	153,780	159,163	163,937
	Step 2	146,386	148,581	153,039	158,395	163,939	168,857
	Step 3	150,645	152,904	157,491	163,004	168,709	173,770
	Step 4	154,908	157,231	161,948	167,616	173,483	178,687
	Step 5	159,162	161,549	166,395	172,219	178,247	183,594
	Step 6	163,431	165,882	170,858	176,839	183,028	188,519
Academic Level D (Associate Professor)	Step 1	170,522	173,079	178,272	184,511	190,969	196,698
	Step 2	176,198	178,840	184,206	190,653	197,326	203,246
	Step 3	181,881	184,609	190,147	196,802	203,690	209,801
	Step 4	187,557	190,370	196,081	202,944	210,047	216,348
Academic Level E (Professor)	Step 1	218,799	222,080	228,743	236,749	245,035	252,386

[1] 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.
[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.

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2026	FFPPOA Staff Vote	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
		2.4%	**1.5%**	**3%**	**3.5%**	**3.5%**	**3%**
UC LEVEL 1	Step 1	57,374	58,234	59,981	62,081	64,253	66,181
	Step 2	58,650	59,529	61,315	63,461	65,682	67,653
	Step 3	59,924	60,822	62,647	64,840	67,109	69,122
UC LEVEL 2	Step 1	61,836	62,763	64,646	66,909	69,250	71,328
	Step 2	63,436	64,387	66,319	68,640	71,042	73,174
	Step 3	64,894	65,867	67,843	70,217	72,675	74,855
UC LEVEL 3	Step 1	65,022	65,997	67,977	70,356	72,818	75,003
	Step 2	67,567	68,580	70,637	73,110	75,669	77,939
	Step 3	70,121	71,172	73,307	75,873	78,529	80,885
	Step 4	72,673	73,763	75,975	78,635	81,387	83,828
	Step 5	75,377	76,507	78,802	81,560	84,415	86,948
UC LEVEL 4	Step 1	75,860	76,997	79,307	82,083	84,956	87,505
	Step 2	78,568	79,746	82,138	85,013	87,989	90,628
	Step 3	81,271	82,490	84,964	87,938	91,016	93,746
UC LEVEL 5	Step 1	81,918	83,146	85,641	88,638	91,740	94,493
	Step 2	84,614	85,883	88,459	91,555	94,760	97,603
	Step 3	87,322	88,631	91,290	94,485	97,792	100,726
	Step 4	90,194	91,546	94,293	97,593	101,009	104,039
	Step 5	93,070	94,466	97,300	100,705	104,230	107,357
UC LEVEL 6	Step 1	93,705	95,110	97,963	101,392	104,941	108,089
	Step 2	96,094	97,535	100,461	103,977	107,616	110,845
	Step 3	98,487	99,964	102,963	106,566	110,296	113,605
	Step 4	100,871	102,384	105,455	109,146	112,966	116,355
UC LEVEL 7	Step 1	103,259	104,807	107,952	111,730	115,641	119,110
	Step 2	106,132	107,723	110,955	114,839	118,858	122,424
	Step 3	109,004	110,639	113,958	117,946	122,074	125,737
	Step 4	111,865	113,542	116,949	121,042	125,278	129,037

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2026	FFPPOA Staff Vote	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
UC LEVEL 8	Step 1	116,009	117,749	121,281	125,526	129,919	133,817
	Step 2	120,469	122,276	125,944	130,352	134,914	138,962
	Step 3	124,937	126,811	130,615	135,186	139,918	144,116
	Step 4	129,394	131,334	135,274	140,009	144,909	149,257
UC LEVEL 9	Step 1	135,050	137,075	141,188	146,129	151,244	155,781
	Step 2	138,193	140,265	144,473	149,530	154,764	159,406
	Step 3	141,339	143,459	147,762	152,934	158,287	163,035
UC LEVEL 10	Step 1	145,115	147,291	151,710	157,020	162,516	167,391
	Step 2	147,632	149,846	154,341	159,743	165,334	170,294
	Step 3	150,142	152,394	156,965	162,459	168,145	173,190

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 clause 14 (Senior Manager Agreements) of this **Agreement**.

PROFESSIONAL STAFF SALARIES	STEP	First full pay period after 1 Jan 2026	FFPPOA Staff Vote	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
		2.4%	**1.5%**	**3%**	**3.5%**	**3.5%**	**3%**
UC LEVEL 11	Step 1	152,837	155,129	159,783	165,375	171,164	176,298
	Step 2	158,576	160,954	165,783	171,585	177,591	182,918
	Step 3	164,317	166,781	171,785	177,797	184,020	189,541
	Step 4	170,051	172,601	177,779	184,002	190,442	196,155
UC LEVEL 12	Step 1	183,107	185,853	191,429	198,129	205,063	211,215
	Step 2	189,843	192,690	198,471	205,417	212,607	218,985
	Step 3	196,578	199,526	205,512	212,705	220,150	226,754
	Step 4	203,315	206,364	212,555	219,995	227,694	234,525

ALLOWANCES	First full pay period after 1 Jan 2026	FFPPOA Staff Vote	FFPPOA 1 Jan 2027	FFPPOA 1 Jan 2028	FFPPOA 1 Jan 2029	FFPPOA 1 Jan 2030
	2.4%	**1.5%**	**3%**	**3.5%**	**3.5%**	**3%**
All staff: • First aid allowance (sub-clause 23.5)	842.67	855.30	880.96	911.79	943.71	972.02
• Occupational First Aid Certificate; or Registered Nurse (sub-clause 23.5)	983.01	997.75	1,027.68	1,063.65	1,100.88	1,133.91
• Fire warden allowance (sub-clause 23.5)	842.67	855.30	880.96	911.79	943.71	972.02
Professional Staff only: • Meal allowance (sub-clause 28.24)	33.63	34.13	35.15	36.39	37.66	38.79

Schedule 2. Casual Rates of Pay

1. Casual Professional Staff

1.1. **Casual professional staff** will be paid per hour for all work performed at an hourly rate calculated on the **ordinary hourly pay rate** for Step 1 of the relevant classification in Schedule 1 (Staff Salaries). A casual loading of 25 per cent is payable in addition to the base rate (except where otherwise stated in this **Agreement**) in lieu of benefits not provided to **casual staff** as set out in this **Agreement**.

First full pay period after 1 Jan 2026

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	31.42	7.86	39.28
UC Level 2	33.88	8.47	42.35
UC Level 3	35.61	8.90	44.51
UC Level 4	41.54	10.38	51.92
UC Level 5	44.86	11.21	56.07
UC Level 6	51.31	12.83	64.14
UC Level 7	56.54	14.14	70.68
UC Level 8	63.52	15.88	79.40
UC Level 9	73.96	18.49	92.45
UC Level 10	79.46	19.87	99.33

FFPPOA Staff voting in favour of the Agreement – 1.5%

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	31.89	7.97	39.87
UC Level 2	34.38	8.59	42.98
UC Level 3	36.14	9.03	45.18
UC Level 4	42.16	10.54	52.70
UC Level 5	45.52	11.38	56.91
UC Level 6	52.07	13.01	65.09
UC Level 7	57.38	14.34	71.73
UC Level 8	64.47	16.11	80.59
UC Level 9	75.06	18.76	93.83
UC Level 10	80.65	20.16	100.81

FFPPOA 1 January 2027 – 3%

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	32.85	8.21	41.06
UC Level 2	35.41	8.85	44.27
UC Level 3	37.22	9.30	46.53
UC Level 4	43.42	10.85	54.28
UC Level 5	46.89	11.72	58.61
UC Level 6	53.64	13.41	67.05
UC Level 7	59.11	14.77	73.88
UC Level 8	66.40	16.60	83.01
UC Level 9	77.31	19.32	96.64
UC Level 10	83.07	20.76	103.83

FFPPOA 1 January 2028 – 3.5%

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	34.00	8.50	42.50
UC Level 2	36.65	9.16	45.82
UC Level 3	38.53	9.63	48.16
UC Level 4	44.94	11.23	56.18
UC Level 5	48.53	12.13	60.66
UC Level 6	55.51	13.87	69.39
UC Level 7	61.17	15.29	76.47
UC Level 8	68.73	17.18	85.91
UC Level 9	80.02	20.00	100.03
UC Level 10	85.97	21.49	107.47

FFPPOA 1 January 2029 – 3.5%

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	35.19	8.79	43.99
UC Level 2	37.93	9.48	47.42
UC Level 3	39.88	9.97	49.85
UC Level 4	46.52	11.63	58.15

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
UC Level 5	50.23	12.55	62.79
UC Level 6	57.46	14.36	71.82
UC Level 7	63.32	15.83	79.15
UC Level 8	71.13	17.78	88.92
UC Level 9	82.82	20.70	103.53
UC Level 10	88.98	22.24	111.23

FFPPOA 1 January 2030 – 3%

RATES - CASUAL PROFESSIONAL STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
UC Level 1	36.25	9.06	45.31
UC Level 2	39.07	9.76	48.84
UC Level 3	41.07	10.26	51.34
UC Level 4	47.91	11.97	59.89
UC Level 5	51.74	12.93	64.67
UC Level 6	59.18	14.79	73.98
UC Level 7	65.22	16.30	81.52
UC Level 8	73.27	18.31	91.59
UC Level 9	85.31	21.32	106.63
UC Level 10	91.65	22.91	114.57

2. Casual Academic Staff

2.1. The rates paid to **casual academic staff** will be in accordance with the duties performed and are derived from the following tables.

Casual lecturing

2.2. A **casual academic staff** member required to provide a lecture (face-to-face or through equivalent modes, for example, flexible, intensive, blended, or online/distance) of a specified duration and directly associated duties of:

a) preparation related to the instance of education delivery;

b) **contemporaneous marking**;

c) administration related to the instance of education delivery; and

d) **reasonably contemporaneous unscheduled student consultation**.

will be paid per hour of lecture delivered in accordance with the table below. For the avoidance of doubt, formally scheduled student consultation time approved by the unit convenor will be paid separately at the 'Other academic activities' rate.

Rate	Type	Description
Rate A	Basic lecture	Consists of 1 hour of delivery and 2 hours of associated working time
Rate B	Developed lecture	Consists of 1 hour of delivery and 3 hours of associated working time
Rate C	Specialised lecture (Distinguished Scholar)	Consists of 1 hour of delivery and 4 hours of associated working time
Rate D	Repeat lecture	Consists of 1 hour of delivery and 1 hour of associated working time

Casual tutoring

2.3. A **casual academic staff** member required to deliver educational activities to a smaller, discussion-based group, either face-to-face or through equivalent modes (e.g. flexible, intensive, blended, or online/distance), supporting unit content through structured or collaborative interaction with a higher level of interaction than a lecture and directly associated duties of:

a) preparation related to the instance of education delivery;

b) **contemporaneous marking**;

c) administration related to the instance of education delivery; and

d) **reasonably contemporaneous unscheduled student consultation**.

will be paid per hour of tutorial delivered in accordance with the table below. For the avoidance of doubt, formally scheduled student consultation time approved by the unit convenor will be paid separately at the 'Other academic activities' rate.

Rate	Type	Description
Rate E	Tutorial	Consists of 1 hour of delivery and 2 hours of associated working time
Rate F	Repeat Tutorial	Consists of 1 hour of delivery and 1 hour of associated working time
Rate G	Tutorial (Unit Coordinator/PhD)	Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where the **casual academic staff** member holds a relevant doctoral degree qualification or is performing full unit coordination duties.
Rate H	Repeat Tutorial (Unit Coordinator/PhD)	Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where the **casual academic staff** member holds a relevant doctoral degree qualification or is performing full unit coordination duties.

Casual marking

2.4. 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 at the prescribed hourly marking rate for the time worked undertaking that marking.

Rate	Type	Description
Rate M	Complex Marking	Non-**contemporaneous marking** involving a substantial exercise of academic judgement, including: • the provision of detailed written feedback to students in the absence of an established marking guide or rubric; • the provision of detailed written feedback to students where an established marking guide or rubric does not adequately guide the assessment outcome without the exercise of substantial academic judgement; or • assessment undertaken in advanced or independent study units, such as honours theses or independent research projects.
Rate N	Standard Marking	Non-**contemporaneous marking** for routine assessment tasks with the use of a marking guide or rubric.
Rate O	Standard Marking (Unit Coordinator/PhD)	Non-**contemporaneous marking** for routine assessment tasks in the circumstance the **casual academic staff** member holds a relevant doctoral degree qualification or is performing full unit coordination duties.

Other academic activities

2.5. A **casual academic staff** member required by the **University** to perform academic activity that is not casual lecturing, casual tutoring or casual marking as set out in sub-clause 2.2 to 2.4 of this schedule (Schedule 2 – Casual Rates), will be paid an hourly other academic activities rate for each hour of work required to be performed.

Rate	Type	Description
Rate P	Other academic activities	Standard other academic activities rate
Rate Q	Other academic activities (Unit Coordinator/PhD)	Other academic activities rate in the circumstance the **casual academic staff** member holds a relevant doctoral degree qualification or is performing full unit coordination duties.

2.6. **Casual academic staff** will be paid the salary rates applicable to the casual academic employment classifications as defined in this Schedule 2 (Casual Rates). A casual loading of 25 per cent is payable in addition to the base rate in lieu of benefits not provided to **casual staff** as set out in this **Agreement**.

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

Base Rate	Formula
AA	$\frac{Level\ B\ Step\ 2}{365.25} x \frac{7}{37.5}$
BB	$\frac{Level\ A\ Step\ 6}{365.25} x \frac{7}{37.5}$
CC	$\frac{Level\ A\ Step\ 2}{365.25} x \frac{7}{37.5}$

First full pay period after 1 Jan 2026

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	61.69	15.42	77.12
BB	52.73	13.18	65.92
CC	44.19	11.04	55.24
Lecturing			
Rate A	185.08	46.26	231.35
Rate B	246.76	61.69	308.45
Rate C	308.44	77.11	385.56
Rate D	123.37	30.84	154.22
Tutoring			
Rate E	132.56	33.14	165.71
Rate F	88.376	22.09	110.47
Rate G	158.16	39.55	197.70
Rate H	105.43	26.36	131.79
Marking			
Rate M	61.69	15.42	77.12
Rate N	45.18	11.29	56.48
Rate O	52.73	13.18	65.92
Other required academic activities			
Rate P	44.19	11.04	55.24
Rate Q	52.73	13.18	65.92

FFPPOA Staff voting in favour of the Agreement – 1.5%

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	62.61	15.65	78.27
BB	53.52	13.38	66.90
CC	44.85	11.21	56.06
Lecturing			
Rate A	187.85	46.96	234.81
Rate B	250.47	62.61	313.08
Rate C	313.08	78.27	391.36

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Rate D	125.23	31.30	156.54
Tutoring			
Rate E	134.55	33.63	168.19
Rate F	89.70	22.42	112.12
Rate G	160.57	40.14	200.71
Rate H	107.05	26.76	133.81
Marking			
Rate M	62.61	15.65	78.27
Rate N	44.85	11.21	56.06
Rate O	53.52	13.38	66.90
Other required academic activities			
Rate P	44.85	11.21	56.06
Rate Q	53.52	13.38	66.90

FFPPOA 1 January 2027 – 3%

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	64.49	16.12	80.62
BB	55.13	13.78	68.91
CC	46.19	11.54	57.74
Lecturing			
Rate A	193.48	48.37	241.86
Rate B	257.98	64.49	322.48
Rate C	322.48	80.62	403.10
Rate D	128.99	32.24	161.24
Tutoring			
Rate E	138.58	34.64	173.23
Rate F	92.39	23.09	115.49
Rate G	165.39	41.34	206.74
Rate H	110.26	27.56	137.82
Marking			
Rate M	64.49	16.12	80.62
Rate N	46.19	11.54	57.74
Rate O	55.13	13.78	68.91

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Other required academic activities			
Rate P	46.19	11.54	57.74
Rate Q	55.13	13.78	68.91

FFPPOA 1 January 2028 – 3.5%

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	66.75	16.68	83.44
BB	57.06	14.26	71.32
CC	47.81	11.95	59.76
Lecturing			
Rate A	200.26	50.06	250.32
Rate B	267.01	66.75	333.76
Rate C	333.76	83.44	417.21
Rate D	133.50	33.37	166.88
Tutoring			
Rate E	143.44	35.86	179.30
Rate F	95.62	23.90	119.53
Rate G	171.18	42.79	213.97
Rate H	114.12	28.53	142.65
Marking			
Rate M	66.75	16.68	83.44
Rate N	47.81	11.95	59.76
Rate O	57.06	14.26	71.32
Other required academic activities			
Rate P	47.81	11.95	59.76
Rate Q	57.06	14.26	71.32

FFPPOA 1 January 2029 – 3.5%

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	47.81	11.95	59.76
BB	57.06	14.26	71.32

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
CC	47.81	11.95	59.76
Lecturing			
Rate A	207.27	51.81	259.08
Rate B	276.36	69.09	345.45
Rate C	345.45	86.36	431.81
Rate D	138.18	34.54	172.72
Tutoring			
Rate E	148.46	37.11	185.57
Rate F	98.97	24.74	123.71
Rate G	177.17	44.29	221.46
Rate H	118.11	29.52	147.64
Marking			
Rate M	69.09	17.27	86.36
Rate N	49.48	12.37	61.85
Rate O	59.05	14.76	73.82
Other required academic activities			
Rate P	49.48	12.37	61.85
Rate Q	59.05	14.76	73.82

FFPPOA 1 January 2030 – 3.0%

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Base Rate Code			
AA	71.16	17.79	88.95
BB	60.82	15.2	76.03
CC	50.97	12.74	63.71
Lecturing			
Rate A	213.48	53.37	266.86
Rate B	284.65	71.16	355.81
Rate C	355.81	88.95	444.76
Rate D	142.32	35.58	177.9
Tutoring			
Rate E	152.91	38.22	191.14
Rate F	101.94	25.48	127.42
Rate G	182.48	45.62	228.11

RATES - CASUAL ACADEMIC STAFF	Base Rate	25% Casual Loading	Total
Rate H	121.65	30.41	152.07
Marking			
Rate M	71.16	17.79	88.95
Rate N	50.97	12.74	63.71
Rate O	60.82	15.2	76.03
Other required academic activities			
Rate P	50.97	12.74	63.71
Rate Q	60.82	15.2	76.03

Schedule 3. Minimum Standards for Academic Levels (MSALs)

Introduction

Minimum standards for levels of **academic staff**, other than **casual staff**, 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 staff** member 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 **staff** member 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.

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.

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 4. Professional Staff Position Classification Standards

The position classification standards set out in this Schedule 4 (Professional Staff Position Classification Standards) will 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 **staff** member, 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 **manager**. 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 **staff** member 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.
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.

Definition 2	Qualifications
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	**Staff** at the base of this level would not be required to have formal qualifications or work experience upon engagement. **Staff** 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 **staff** member'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. A **staff** member 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. **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; • 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:

University of Canberra Level 4	
	• 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 a 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; • 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;

University of Canberra Level 5	
	• 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. **Staff** 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; • 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;

University of Canberra Level 6	
	• 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 **staff** member 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.

Signatories

Signed for and on behalf of the **University of Canberra**

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06/10/2026

Date

Signed for and on behalf of the **National Tertiary Education Industry Union**

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02/10/2026

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