



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Southern Cross University**  
(AG2018/5418)

## **SOUTHERN CROSS UNIVERSITY ENTERPRISE AGREEMENT 2018**

Educational services

DEPUTY PRESIDENT KOVACIC

CANBERRA, 18 APRIL 2019

*Application for approval of the Southern Cross University Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Southern Cross University Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Southern Cross University. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CPSU, the Community and Public Sector Union and the National Tertiary Education Industry Union (NTEU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 April 2019. The nominal expiry date of the Agreement is 30 June 2021.



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Annexure A



2 April 2019

Deputy President Kovacic  
Fair Work Commission  
Level3/14 Moore Street  
Canberra ACT 2601

**Southern Cross University Enterprise Agreement 2018  
(AG2018/5418)**

**Undertaking- Section 190**

Dear Deputy President Kovacic,

I, Professor Adam Shoemaker, Vice Chancellor and President, Southern Cross University give the following undertakings with respect to the Southern Cross University Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Southern Cross University to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 254**

In circumstances where an employee is over 45 years old and has completed two years continuous service with the University, the notice periods provided for in clause 254 will be increased by one week.

3. **Clause 559**

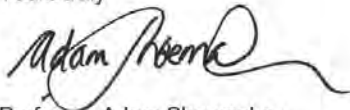
The exemptions provided for under clause 559 will not apply to employees on probation, apprentices and separations on the grounds of ill health or in cases of eligibility for a total and permanent disability through a relevant superannuation fund. The notice period for employees whose role is redundant is provided for in clause 322.

4. **Clauses 560 - 563**

Clauses 560 – 563 will not be applied so as to remove an employee's entitlement to notice of termination as provided for by the National Employment Standards.

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

Yours truly

A handwritten signature in black ink, appearing to read 'Adam Shoemaker', with a stylized flourish extending to the right.

Professor Adam Shoemaker  
**Vice Chancellor and President**

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

# **Southern Cross University Enterprise Agreement 2018**



## 1 TITLE

This agreement will be referred to as the Southern Cross University Enterprise Agreement 2018.

## 2 ARRANGEMENT

This Agreement is arranged as follows:

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## **PART 1 APPLICATION OF AGREEMENT**

3 This Agreement will be known as the Southern Cross University Enterprise Agreement 2018. The Agreement applies to:

- a) Southern Cross University; and
- b) academic and professional employees employed by Southern Cross University in the classifications detailed in Schedules 1, 2 and 3 of this Agreement.

4 This Agreement does not apply to:

- i) the Vice Chancellor and Executive Members including Deputy Vice Chancellors, Pro Vice Chancellors and Vice Presidents; or
- ii) Heads of School and Directors whose base salary (excluding superannuation and allowances) exceeds the salary levels of Level E Academic and HEW 10 Professional Staff as prescribed in Schedules 1 and 2 of this Agreement.

5 This Agreement has been negotiated between the University, the CPSU and the NTEU.

### **OPERATION OF AGREEMENT**

6 This Agreement will commence 7 days after approval from the Fair Work Commission and will operate until 30 June 2021.

### **RELATIONSHIP WITH EXISTING AWARDS AND AGREEMENTS**

7 This Agreement is closed and comprehensive and operates to the exclusion of any other industrial award or agreement.

8 This Agreement rescinds and replaces the Agreement titled 'Southern Cross University Enterprise Agreement 2016'.

9 Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any policy, procedure or guideline referred to in this Agreement.

### **DEFINITIONS**

10 In this Agreement, unless inconsistent within the context of the subject matter, **employee** will mean all persons who are academic and professional staff employees of Southern Cross University, not otherwise excluded from this Agreement.

- a) Union means either or both the [Community and Public Sector Union/Public Service Association of NSW](#) ("CPSU") or the [National Tertiary Education Industry Union \("NTEU"\)](#).
- b) University means Southern Cross University.
- c) Employee representative means a person invited by the employee to represent them and who is either an employee of the University, or a union representative, in either case excluding a person who is currently a practising solicitor or barrister.
- d) Academic staff means all academic employees employed by the University, and not otherwise excluded, and paid in accordance with the salary rates set out in Schedule 1.
- e) Professional staff means all professional staff employees employed by the University, and not otherwise excluded, and paid in accordance with the salary rates set out in Schedule 2.
- f) Executive Member means a Pro Vice Chancellor, Deputy Vice Chancellor or Vice President who is a member of the Vice Chancellor's Group (VCG). Responsibilities allocated to an Executive Member under this Agreement will be taken to be the Executive Member with responsibility for that work unit. Where a conflict of interest is declared, the responsibility will be provided to another Executive Member as nominated by the University.
- g) Head of School means a Head of School or Director of an Academic work unit or College.
- h) A Shift Worker for the purposes of this Agreement and the National Employment Standards (NES) is a staff member who works according to a shift roster and whose span of hours may extend beyond 7:00am to 7:00pm Monday to Friday or for grounds and outdoor staff only, beyond 6:00am to 6:00pm.
- i) A Seven Day Continuous Shift Worker means, for the purpose of the additional week of leave provided by the NES, a staff member who is regularly rostered to work on Sundays and public holidays and where

shifts are continuously rostered 24 hours a day seven days a week.

#### **AVAILABILITY OF AGREEMENT**

11 The Agreement will be available on the University website.

#### **NO FURTHER CLAIMS AND SUBSEQUENT AGREEMENTS**

12 During the nominal term of this Agreement the University and its employees agree not to pursue any further claims in relation to matters covered by this Agreement.

13 The University will re-open formal negotiations with employees and, where employees choose, their employee representatives six months prior to the expiry of the period of this Agreement with a view to negotiating and settling any replacement Agreement.

#### **PART 2 PURPOSE OF AGREEMENT**

14 The purpose of this Agreement is to provide a balanced framework for a cooperative and productive workplace that improves the performance of Southern Cross University and achieves demonstrable productivity enhancements for the organisation.

15 The Agreement provides conditions of employment that are fair and flexible to employees and the University, and promotes economic sustainability for the future growth and success of the University.

16 The University and its employees are committed to providing a working environment where employees are valued, rewarded, developed and supported to contribute to our reputation regionally, nationally and internationally.

##### **Work life balance**

17 The University recognises the importance of work life balance for staff. The University will give due consideration to requests by individual staff for flexible working arrangements to help them achieve work life balance.

##### **Respect and fair treatment**

18 The University and its employees are committed to creating and maintaining a working environment based on respect and fair treatment for all employees. This includes:

- a) treating each other in a fair and reasonable manner;
- b) being accountable for their workplace responsibilities;
- c) contributing to a workplace culture of mutual respect with consultation, participation, trust, flexibility, collegiality and continuous improvement;
- d) providing and contributing to an inclusive, healthy and safe workplace that achieves equal opportunity, and embraces and supports a knowledge of and respect for equity and cultural diversity;
- e) supporting the prevention and elimination of discrimination and harassment;
- f) supporting, implementing and complying with the University's objectives, priorities, plans, policies and procedures; and
- g) supporting and implementing initiatives and reform to improve: the quality of service to students; quality and extent of academic outcomes; and the operational benefits of new technologies.

##### **Workplace bullying**

19 The University is committed to the prevention and elimination of workplace bullying.

20 Bullying is defined as repeated unreasonable behaviour directed towards a person or a group of persons that creates a risk to health and safety.

21 The University has developed a comprehensive framework aimed at preventing bullying in the workplace. This includes procedures for dealing with complaints of bullying in a timely and effective manner.

22 Complaints relating to workplace bullying will be managed in accordance with the University's complaint policy and procedures.

23 Changes to the University's Complaint Policy – Staff, Complaint Procedure – Staff or the Harassment, Bullying and Discrimination Prevention Policy will be subject to consultation through the JCF, prior to implementation.

## **PART 3 EMPLOYMENT**

### **CONTRACT OF EMPLOYMENT**

24 The purpose of this clause is to provide definition to the various types of employment used at the University, to ensure that employees are aware of the type of employment in which they are engaged and the conditions that pertain to each type of employment. The University is committed to ensuring that employees are engaged on the appropriate type of employment relevant to the work being performed and the circumstances in which the employment opportunity arises.

25 With the approval of the relevant Head of Work Unit, professional staff may accept a casual academic appointment. Approved arrangements will consider whether an employee's substantive hours may need to be reduced if the academic work cannot be completed outside the employee's substantive hours of work.

### **FULL-TIME EMPLOYMENT**

26 'Full-time employment' means all employment other than 'fixed-term', 'part-time', or 'casual'. Full-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

### **PART-TIME EMPLOYMENT**

27 'Part-time employment' means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all award entitlements are paid on a pro-rata basis calculated by reference to the time worked. Part-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

### **CASUAL EMPLOYMENT**

28 'Casual employment' will mean a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible. Further provisions for casual employment are at:

- a) Clauses 366-393, Casual Academic Rates and Definitions;
- b) Clauses 457-472, Casual Professional Staff.

### **FIXED-TERM EMPLOYMENT**

29 'Fixed-term employment' means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing 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 expire), and for which, during the term of employment, the contract is not terminable by the University, except where the contract allows, or during a probationary period, or for cause based upon unsatisfactory performance as per clauses 262-283 or for serious or wilful misconduct as per clauses 335-364, or due to ill health as per clause 564-574, or due to abandonment of employment as per clause 560-563.

30 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

31 Any second or subsequent fixed-term contract for the same position will not contain a probationary period.

Requirement to state terms of engagement

32 Upon engagement, the employer will provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

- a) for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, the hours and the fraction of full-time hours to be worked, and a position description for appointments of six months or more, or a duty statement for appointments up to six months;
- b) for a fixed-term employee the circumstance(s) by reference to which the use of a fixed-term contract for the type of employment has been decided for that employment;
- c) for casual employees, the duties to be performed, the maximum number of hours required, the rate of pay for each classification of duty required and a statement that any additional duties required and

- approved by the Head of Work Unit during the term of the contract will be paid for;
- d) for any employee subject to probationary employment, the length and terms of the probation; and
  - e) other main conditions of employment including the reporting relationships to apply upon appointment.

#### **Fixed-term appointments**

33 During the life of the Agreement, the University will monitor the use of fixed-term employment to ensure the appropriate application of this type of employment as prescribed below.

34 The use of 'fixed-term employment' will be limited to the employment of an employee engaged on work activity described by one or more of the following circumstances.

#### **Fixed-term employment for a specific task or project**

35 Specific task or project will mean:

- a) a definable work activity that has a start date and is expected to be completed within a given timeframe; or
- b) a period of employment provided for from funds external to the University, that is, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or
- c) Employment of a person who has graduated within the past 12 months from Southern Cross University, to be appointed for a minimum of three months and up to a maximum of two years.

#### **Research**

36 'Research' means work activity by a person engaged to undertake or support research for a contract period not exceeding five years.

#### **Replacement employee**

37 'Replacement employee' means an employee:

- a) undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- b) performing the duties of:
  - a vacant position for which the employer has made a decision to fill and has commenced recruitment action; or
  - a position the normal occupant of which is relieving in a higher role pending the outcome of recruitment action and in progress for that vacant higher duties position.

Until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

#### **Secondee**

38 The University may offer fixed-term employment to a secondee from another employer.

#### **Recent professional practice required**

39 Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical, industry or commercial experience, such a person may be engaged for a fixed period not exceeding two years.

#### **Pre-retirement contract**

40 When an employee declares an intention to retire, a fixed-term contract for a period of up to two years may be offered.

#### **Apprentice**

41 The University may offer fixed-term employment in conjunction with an approved apprenticeship scheme.

#### **Teaching fellowship**

42 Where a person is enrolled as a student, or who will enrol within a reasonable period of time, the

University may offer a fixed-term Teaching Fellowship provided that:

- a) such fixed-term employment will be for a period that does not extend beyond the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results;
- b) the work activity is not within the description of another circumstance within this clause;
- c) the employment is within the student's academic unit or an associated unit of the academic unit and is generally related to the degree course the student is undertaking;
- d) employment under this subclause will not exceed a total period of five years and the fraction to be worked will not exceed 60% when averaged across any calendar year provided the employment does not contravene the terms of the student's funding or scholarship; and
- e) an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

#### **Early Career Development Fellowships**

43 During this Agreement, the University will maintain a minimum of six Early Career Development Fellowships (ECDF).

44 The University will progressively increase ECDFs to a total of 12 positions, subject to demonstrable budgetary constraints, by the nominal expiry of the Agreement. The University will report to the JCF as a standing item on the progress of ECDFs, including, if applicable, the reasons why ECDFs have not been filled.

45 ECDFs will perform teaching duties that would have otherwise been undertaken by casual academic staff. ECDFs will be appointed at academic Level A or B.

46 A relevant academic workload profile will be allocated in accordance with clause 402. Following a minimum of 12 months service, an academic employee appointed under this clause will have the opportunity to negotiate, through the annual performance review process, a change to their academic workload profile in accordance with the categories prescribed in clause 402.

47 Opportunities will be advertised and eligibility to apply for a fixed-term ECDF role will be restricted to casual academic employees who have as a minimum been awarded a PhD, or have demonstrated they have made significant progress toward a PhD, and performed casual teaching work for an Australian university in, and for the majority of, three teaching sessions over the preceding two years.

48 Successful candidates will be selected from eligible applicants on merit and as per the University's recruitment and selection procedures. The University reserves the right not to make an appointment in a specific process.

49 An ECDF appointment will be offered for a fixed-term period of three years. The University will offer conversion to an ongoing appointment, based on their workload profile at the time, upon completion of the fixed-term period, subject to satisfactory completion of a probation period and/or performance management development and review process and a demonstrated ongoing need for the role.

#### **New organisational area**

50 Fixed-term employment may be offered in the case of employment in a new organisational area, about which there is genuine uncertainty of continuing operation for up to three years prior to or from the establishment of any such area.

51 For the purpose of this subclause a new organisational area will mean positions established:

- a) in relation to a new organisational area, discipline or sub-discipline area of academic work not previously offered; or
- b) as a result of a demonstrated sudden and unanticipated increase in student enrolments; or
- c) as a result of an academic function organised in either a new geographical location, distant from existing campuses where that function is offered or organised distinctly from existing schools or centres, and not created from the merger or division of or movement of work from the existing unit(s).

52 At the expiry of the fixed-term employment period and subject to the necessity of ongoing work, continued funding and satisfactory performance of the employee since appointment, the University may offer conversion to continuing employment as determined by the relevant delegated officer in accordance with clause 67 and University policy.

### **Disestablished organisational area**

53 Where an organisational work area has been the subject of a decision by the University to discontinue that work within three years, fixed-term employment may be offered.

54 At the expiry of the fixed-term employment period, should the decision to discontinue the work be reversed, and subject to the necessity of ongoing work, continued funding and satisfactory performance of the employee since appointment, the University may offer conversion to continuing employment as determined by the relevant delegated officer in accordance with clause 67 and University policy.

### **Incremental advancement**

55 Without diminishing any entitlement under a fixed-term employee's contract of employment, a fixed-term employee, other than an apprentice, will be entitled to progress through an incremental salary structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

### **Notice of cessation or renovation of employment upon expiry of contract**

56 The University will provide a fixed-term employee with four weeks written notice of its intention to renew, or not to renew, employment upon the expiry of the contract, unless they were employed:

- a) to replace another employee who was on authorised leave; or
- b) to replace another employee whose position is vacant due to a temporary employment variation; or
- c) on a pre-retirement contract.

57 Where an employee's fixed-term contract of employment specifies an entitlement to more than four weeks' notice, the greater notice period will apply.

58 In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

59 Where the University is not reasonably able to give the notice required by this subclause because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, it will be sufficient compliance with this subclause if the University:

- a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and
- b) gives notice to the employee at the earliest practicable date thereafter.

### **Severance pay**

60 If the University has decided not to offer a further fixed-term contract to a fixed-term employee who was employed for the purposes of Research or for a Specific Task or Project, the University will pay to the employee a severance payment calculated in accordance with clause 61 provided that the employee:

- a) is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in clauses 35 and 36 and the same or substantially similar duties are no longer required by the employer; or
- b) is employed on a fixed term contract to do work required for the circumstances described in clauses 35 and 36 and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

61 Severance payment entitlements will be calculated for a period of continuous fixed-term service as follows:

<b>Period of continuous fixed-term service</b>	<b>Severance Pay</b>
Up to one year	Two weeks' pay
Over one year and up to the completion of two years	Four weeks' pay
Over two years and up to the completion of three years:	Six weeks' pay
Over three years and up to the completion of four years:	Seven weeks' pay
Over four years:	Eight weeks' pay

*\*'weeks' pay' means the ordinary time rate of pay for the employee concerned.*

62 If the University offers further fixed-term or continuing employment to a fixed-term employee otherwise entitled to severance payment, and that employee refuses the offer of employment, then that employee is not entitled to severance payment.

63 Where the University advises an employee in writing that further fixed-term or continuing employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.

**Calculation of continuous fixed-term service**

64 For the purpose of clauses 33-63 breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous fixed-term service.

65 Breaks in service between one teaching session and the next will not constitute breaks in continuous fixed-term service.

66 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of clauses 33-63.

**Conversion**

67 Conversion to an ongoing role will be considered favourably by the University subject to:

- a) an ongoing need for the role;
- b) the position is not funded from identifiable external funding sources, that is, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students;
- c) the employee demonstrating satisfactory performance as evidenced in annual performance review and planning reports; and
- d) the employee having been appointed through a competitive and externally advertised selection process, however this requirement will be waived where the appointee has more than 4 years' continuous service in the same or substantially similar role.

68 Staff appointed on the following fixed-term basis will not be eligible for conversion:

- a) specific task or project; or
- b) research; or
- c) secondee; or
- d) replacement employee; or
- e) recent professional practice; or
- f) pre-retirement contract; or
- g) apprentice; or
- h) teaching fellowship.

**PART 4 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

69 For the purposes of this clause 'Aboriginal or Torres Strait Islander' person means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by their Aboriginal or Torres Strait Islander community.

70 Southern Cross University deeply values the long and productive relationships it has with the Aboriginal Elders and Aboriginal communities in the Northern Rivers and beyond. We respect Aboriginal Elders, communities and cultures for their inherent diversity and their generosity sharing their understandings with Southern Cross University. Southern Cross University acknowledges the social disadvantages experienced by Aboriginal communities and we reaffirm our commitment to easing these disadvantages through our teaching, learning, research and community engagement. We support Indigenous Knowledge as a productive, valuable and strong understanding that informs us all. In living these values we will support the ongoing relationship with Aboriginal communities by maintaining the Gnibi Elders Group as a permanent Advisory Committee of the University.

71 The University is committed to the employment of Aboriginal and Torres Strait Islander people, and will take account of Aboriginal and Torres Strait Islander culture in future employment strategies it may

implement. The University and its employees acknowledge the positive results that have been achieved through the work of the University's Aboriginal and Torres Strait Islander employment strategies. The University is committed to the implementation of the [Aboriginal and Torres Strait Islander Employment Strategy 2016 - 2020](#), and the development of future employment strategies, in consultation with Aboriginal and Torres Strait Islander staff.

72 To enhance employment opportunities for Aboriginal and Torres Strait Islander people, the University may establish identified Aboriginal and Torres Strait Islander positions where the position provides a service specifically for Aboriginal and Torres Strait Islander people, or where a position is allocated as a means of increasing Aboriginal and Torres Strait Islander employment opportunities. The University will continue to support Aboriginal and Torres Strait Islander employment by:

- a) reviewing the implementation of the Aboriginal and Torres Strait Islander Employment Strategy in consultation with University Aboriginal and Torres Strait Islander employee stakeholders, and the University's union branch presidents, and reporting to the JCF annually on the performance of the strategy;
- b) as far as practicable, increasing the number of Aboriginal and Torres Strait Islander employees within the University to a minimum of 30 by the end of the Agreement;
- c) targeting employment opportunities across the University and in areas where Aboriginal and Torres Strait Islander people have been traditionally under represented;
- d) making available to all employees Aboriginal and Torres Strait Islander Cultural Competency training;
- e) making Aboriginal and Torres Strait Islander Cultural Competency training compulsory for employees with supervisory responsibilities;
- f) providing Aboriginal and Torres Strait Islander studies training to non-Aboriginal and Torres Strait Islander academic staff engaged in teaching and learning activity that encompasses Aboriginal and Torres Strait Islander Studies;
- g) as far as practicable, maintaining the majority of positions within the College of Indigenous Australian Peoples as identified Aboriginal and Torres Strait Islander positions; and
- h) providing Aboriginal and Torres Strait Islander employees with access to targeted development and mentoring opportunities.

73 The University will endeavour to have appropriate Aboriginal and Torres Strait Islander employee representation on relevant University committees. The University will ensure Aboriginal and Torres Strait Islander representation on selection panels for identified Aboriginal and Torres Strait Islander positions.

74 An employee who has a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages, and is required to use language in the course of their employment, will be paid an allowance of:

- |         |   |
|---------|---|
| Level 1 | \$1612 per annum where minimal knowledge and use of language for simple communications is demonstrated;                     |
| Level 2 | \$3068 per annum, where proficient language skills for general business, conversation, reading and writing is demonstrated. |

75 For the purposes of payment of the allowance, language proficiency will be determined by confirmation from the relevant community Elders.

## **PART 5 SALARIES AND RELATED MATTERS**

### **SALARIES**

76 This Agreement provides for the following salary increases:

- a) \$500 increase to annual bases salaries effective from the first full pay period commencing on or after 30 January 2019;
- b) 1.4% effective from the first full pay period commencing on or after 30 June 2019;
- c) 1.4% effective from the first full pay period commencing on or after 30 June 2020;
- d) 1.4% plus a \$500 increase to annual base salaries effective from the first full pay period commencing on or after 30 June 2021



- 77 The casual rates of pay will be derived from the relevant full time salary rates payable under this Agreement and calculated in accordance with formulae set down in clauses 366-393 (for academic staff) and clauses 457-458 (for professional staff) of the Agreement.
- 78 Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEW Level 3:
- a) 1<sup>st</sup> Year – 50%;
  - b) 2<sup>nd</sup> Year – 60%;
  - c) 3<sup>rd</sup> Year – 75%; and
  - d) 4<sup>th</sup> Year – 90%.

#### **INCREMENTAL PROGRESSION**

- 79 At the conclusion of each 12 month period, following entry into a classification, and/or the subsequent anniversary date, or following 12 months continuous service in a temporary higher classification, employees will move to the next highest salary point within the classification unless a written report demonstrating unsatisfactory performance is received by HR Services.
- 80 Where a supervisor confirms in writing that performance has been assessed as outstanding, accelerated incremental progression may be recommended.
- 81 Where a supervisor confirms in writing that performance is unsatisfactory and an increment is to be withheld, further action must be initiated in accordance with the Managing Unsatisfactory Performance clause of this Agreement within six weeks of the increment due date. Should the Managing Unsatisfactory Performance review result in no action being taken, the employee's increment will be approved and backdated to the incremental progression due date.
- 82 Where an employee has been absent without pay for an aggregate of more than 10 days in each 12 month period, incremental progression will be delayed by the period of absence.
- 83 For the purposes of incremental progression and performance review, each employee will have a supervisor designated in writing. The supervisor will be the Head of Work Unit or their nominee. For academic staff, the relevant Executive Member may delegate another employee classified at Level C or above to be the supervisor of one or more employees.

#### **SALARY PACKAGING ARRANGEMENTS**

- 84 The University recognises that from time to time employees may wish to restructure the salary payments they receive from the University in order to maximise their disposable income. To this end, the University is committed to facilitating a salary sacrificing scheme that offers employees the opportunity to allocate an amount of their gross salary before PAYG tax deductions to superannuation and/or other benefits.
- 85 Where an employee elects, in writing, to take up any agreed salary sacrificing option the salary rates payable under this Agreement will be reduced for that employee by the amount equal to the value of the total package sacrificed.
- 86 An employee is entitled to salary package any administrative charges associated with the salary packaging scheme.

#### **SUPERANNUATION**

- 87 The University will maintain the superannuation arrangements and contributions in force at the date of this agreement in respect of all current staff and new staff eligible for [UniSuper](#), for the duration of this Agreement.
- 88 Employees who are existing members of the NSW State Superannuation Fund or the SASS may continue their membership of that fund and the University will maintain its contribution in accordance with the rules governing each fund.
- 89 For employees with a fixed-term contract of employment equal to or greater than 50% fractional and appointed on a fixed-term basis of 18 months or more, the University will make employer contributions of 17% to UniSuper provided their positions are funded from operating funds provided to the University or from DET grants that provide to the University the full cost of the employer superannuation contribution.
- 90 Employees appointed for an aggregate period of 18 months or more continuous fixed-term service will be offered contributory superannuation provided their positions are funded from operating funds

provided to the University or from DET grants that provide to the University the full cost of the employer superannuation contribution. Where the employee accepts the offer of contributory superannuation, the University will make employer contributions of 17% to UniSuper. Contributions will commence at the beginning of the fixed-term contract that coincides with the above eligibility requirements being satisfied.

91 From the first full pay period after 30 June 2021, all fixed-term employees will receive employer contributions of 17%.

92 Employees will be required to contribute to UniSuper at the rate of 7% of their salary. Employees that are members of UniSuper have the option to reduce contributions in accordance with UniSuper contribution flexibility rules.

93 All other fixed-term and casual employees will receive superannuation contributions in accordance with the Government Superannuation Guarantee Scheme.

#### **RELIEVING ALLOWANCE**

94 Where a staff member has been requested to perform all of the duties of an established position classified at a higher level for a minimum period of five consecutive working days, the staff member will be paid the minimum salary for the level of the higher classified position.

95 Where a staff member has been requested to perform some, but not all the duties of the higher position, for a minimum of five consecutive working days, then a proportion of the allowance will be paid for the proportion of the additional work and responsibility requested to be performed. The staff member will be advised of the extent of the duties to be performed and the rate of allowance to be paid.

96 Superannuation shall be payable on the relieving allowance.

#### **FIRST AID ALLOWANCE**

97 When an employee is appointed to be responsible for first aid facilities, injury records and/or providing first aid to other employees and/or students, that employee will be paid an allowance at the annual rate of \$745, to be increased by the same percentage and on the same date as the salary increases agreed to in clause 76 of this Agreement.

98 During the period of such an appointment an employee must possess a current nationally recognised first aid qualification issued by a registered training organisation.

#### **TRAVEL FOR WORK**

99 Where employees are required to travel in the course of their work, reasonable out of pocket expenses, as approved by the relevant delegated officer, will be met by the University and the travel will be arranged and conducted in accordance with relevant University policies.

### **PART 6 LEAVE**

100 The leave provisions of this Agreement do not apply to persons engaged as casual employees by the University. The relevant [state Long Service Leave Acts](#) establish the long service leave eligibility for casual employees.

#### **PERSONAL/CARER'S LEAVE**

##### **Personal leave**

101 Full-time continuing and full-time fixed term employees will be entitled to personal leave of 15 days per annum. Part-time employees will be entitled to personal leave on a pro-rata basis.

102 Subject to clause 103, personal leave accrues progressively during the year, and accumulates from year to year.

103 All new employees will be entitled to access their first year's personal leave entitlement on commencement.

104 Personal leave can be taken where the employee is unfit for work because of a personal illness, or personal injury, affecting the employee.

105 As far as practicable, an employee absent due to illness or incapacity will advise their supervisor within one hour of the commencement of the first working day of the absence, advising the estimated duration of the absence. The employee must communicate directly with their supervisor or nominated officer by telephone, not by way of voice mail or email.

106 Where a personal leave absence exceeds three consecutive working days, the employee will provide a medical certificate specifying the period or approximate period of absence.

107 Notwithstanding the provisions of the above clause, an employee who has a pattern of recurring absences may be required to provide a medical certificate for any personal leave absence stating that the employee is unable to attend for duty in respect of the day or days applied for as personal illness or personal injury leave.

108 If an employee fails to provide the medical certificate in accordance with the above clause, the employee will not be paid for their absence.

#### **Carer's leave**

109 Full-time employees will be entitled to carer's leave of 10 days per annum. Part-time employees will be entitled to carer's leave on a pro-rata basis.

110 Untaken carer's leave does not accrue from year to year. An employee who has exhausted their annual carer's leave entitlement may access their accrued personal leave entitlement for carer's leave purposes subject to clause 115.

111 Carer's leave is available to an employee to care for or support a member of their family, or their household, in the event of a personal illness, personal injury, or due to an unexpected emergency affecting a member of their family or household, including for personal illness, personal injury or an unexpected emergency arising from domestic violence.

112 The employee must have responsibility for the care of the family member concerned.

113 For the purposes of carer's leave family means:

- a) spouse, de-facto spouse or same sex partner;
- b) child, including adopted, foster, ex-nuptial or step child;
- c) parent, including foster parent or legal guardian;
- d) grandparent, grandchild or sibling;
- e) another relative who is a member of the employee's household;
- f) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner; and
- g) for Indigenous Australian employees:

aunties, uncles, cousins and significant Indigenous community leaders.

114 An employee has the right to request flexible working arrangements in accordance with the Fair Work Act 2009 (Cth) including, but not limited to, a temporary reduction in the number of hours worked per week, or job-sharing.

115 Carer's leave absences for periods of three days or more must be supported by a medical certificate specifying the duration of the illness from which the employee's family or household member is suffering.

116 If an employee is entitled to be paid personal or carer's leave in accordance with this Agreement, the employee will be paid their ordinary rate of pay during the period of the absence.

117 An employee will not be entitled to be paid personal or carer's leave for personal illness or injury for any period during which the employee is entitled to workers compensation payments.

118 Personal or carer's leave will not be granted where an employee is absent on another period of approved leave unless otherwise stipulated in this Agreement.

119 Personal or carer's leave will not accrue where an employee is absent due to leave without pay or in receipt of an incapacity or disablement benefit from the relevant superannuation fund.

#### **LONG SERVICE LEAVE**

120 Employees (other than casual employees whose eligibility is established by the relevant state Long Service Leave Acts) will be eligible for long service leave as follows:

- a) after 10 years' service to 65 working days leave on full ordinary rate of pay or 130 working days on half the ordinary rate of pay;

- b) after 15 years' service to 97.5 working days leave on full ordinary rate of pay or 195 working days leave on half the ordinary rate of pay;
  - c) for service between 10 years and 15 years leave will accrue proportionately on the basis of 6.5 working days for each completed year of service and a proportion thereof for periods of service of less than one year;
  - d) for service in excess of 15 years, leave will accrue at a rate of 10.869 working days for each completed year of service and a proportion thereof for any period of service of less than one year; and
  - e) employees with eligible part-time and casual service will accrue long service leave on a pro-rata basis.
- 121 All employees are encouraged to take their entitlement to long service leave.
- Long service leave entitlement on cessation**
- 122 Upon termination of employment of an employee, the University will either:
- a) pay out any long service leave entitlements owing at termination; or
  - b) where the employee is transferring to another Australian university within two months of ceasing with Southern Cross University, pay the equivalent of any accrued long service leave directly to the receiving University, provided that the receiving university agrees and will recognise the accrued long service leave.
- 123 Where an employee has completed at least five years continuous service, but less than 10 years continuous service, and their services are terminated by:
- a) the University for any reason other than for serious and wilful misconduct; or
  - b) the employee on account of medically substantiated illness, incapacity, or substantiated domestic or other pressing necessity; or
  - c) reason of the death of the employee,
- a proportionate amount of long service leave on the basis of 4.3 working days for each year of service will be paid.
- 124 If an employee has an entitlement to long service leave when they leave the employ of the University, they will be entitled to receive the monetary value of the leave calculated at the ordinary rate of pay that the employee was receiving immediately prior to the cessation of employment.
- 125 In the event of the death of an employee, the monetary value of all long service leave for which the employee was eligible at the time of death will be paid to the [employee's dependant](#) (as defined by the Australian Taxation Office) or to the employee's legal personal representative.
- 126 Relieving allowance and additional responsibilities allowance will be included in the calculation of the monetary value of leave on cessation of employment if the employee has been paid the allowance for a total continuous period of twelve months or more immediately prior to cessation of employment.
- Effect of leave without pay on long service leave**
- 127 Periods of leave without pay are not to be counted as service where the total period of paid service is less than 10 years. Where an employee has completed 10 or more years paid service, periods of leave without pay commencing after this time will count as service except when a continuous period of leave without pay exceeds six months.
- Recognition of prior service for long service leave purposes**
- 128 If an employee commenced employment with the University on or after 1 January 1974, their long service leave entitlement will be calculated to include prior continuous service with any recognised Australian University, provided that:
- a) there is not more than two months break between the cessation of employment with a releasing university and the commencement of employment with the University; and
  - b) any period of long service leave actually taken while employed by a previous university employer will not be recognised.
- 129 If an employee has been paid the monetary value of accrued long service leave by their previous Australian University employer, they will not accrue any entitlement to long service leave for this period of service. However, the service will be taken into account as qualifying service when determining the

rate of long service leave accrual.

130 The only prior continuous service with other Australian universities recognised by the University will be that which has been recognised by the releasing institution. Prior service with organisations other than Australian universities will not be recognised even if it has been recognised by the releasing institution.

131 Where an employee has previous continuous Australian university service and their previous institution transfers the monetary equivalent of their accrued long service leave to Southern Cross University, both the previous service and accrued long service leave entitlement will be recognised when assessing long service leave entitlements with the University.

132 Broken periods of service with the University will be recognised provided breaks between employment periods do not exceed two months.

133 Recognition of previous service other than as provided for in these provisions will be a matter for the Vice Chancellor to determine.

134 Unless agreed otherwise with the relevant delegated officer, probationary employees will be required to serve at least three years with the University before being permitted to take accrued long service leave, and non-probationary employees will be required to serve at least two years with the University before being permitted to take accrued long service leave.

#### **Time of taking long service leave**

135 An employee eligible to take long service leave will be entitled to take long service leave at a time specified by the employee provided that at least six months' notice is provided by the employee. Where less than six months' notice is given, long service leave may be taken subject to the relevant approval and work unit requirements.

#### **Direction to take long service leave**

136 Where a full-time employee has accumulated a long service leave entitlement of 85 working days or more, the University may direct an employee to take a proportion of long service leave.

137 Where a part-time employee has accumulated the equivalent pro-rata entitlement of 85 working days or more, the University may direct an employee to take a proportion of long service leave.

138 The University may give the employee written notice to take 20 working days long service leave. Part-time employees will be directed to take long service leave on a pro-rata basis.

139 Such leave will commence within six months of the notice of direction to take leave at a time and amount agreed between the employee and Head of Work Unit. Heads of Work Units will make every effort to enable employees to comply with the direction to take long service leave. The appropriate application will be lodged with HR Services within one month of the direction.

140 If agreement cannot be reached on the time of taking long service leave, the University will give the employee written notice of at least six months of the date on which the leave must commence.

141 The employee will not be directed to take long service leave within the first three years of employment with the University, within 12 months of their intended date of retirement, or during the period between Christmas and New Year.

142 Where an employee has taken leave pursuant to this clause the University will not require the employee to take a further period of long service leave for two years after the end of that period of leave.

143 It is recognised that employees may have firm plans to take accrued long service leave at a particular future point in time, but no longer than within 24 months from the notice of direction to take leave. Accordingly, where an employee makes a compelling case for a deferral of the requirements of this clause for this reason, the University may approve the deferral for a maximum period of 24 months subject to the submission of the appropriate leave application.

144 Where any inconsistency exists between these clauses and the provisions of the relevant [state Long Service Leave Acts](#), the provisions of these clauses will prevail.

#### **Personal leave during LSL**

145 An employee who becomes ill whilst on long service leave may apply for personal leave for the period of the illness and request that their long service leave be re-credited for the period involved. The period of their illness whilst on long service leave must be for one week or more and the employee must provide a satisfactory medical certificate covering the complete period within one week of their return from long

service leave.

146 The provisions of clause 145 will not be extended to employees on long service leave immediately prior to retirement, resignation or termination of employment.

## **PARENTAL LEAVE**

### **Definitions**

147 Parental leave includes: primary carer leave (clauses 166-175), partner leave (clauses 176-178) and adoption leave and permanent care orders (clauses 179-185).

148 'Nominal commencement date' for the purposes of determining eligibility for payment of parental leave will be:

- a) primary carer leave: four weeks prior to the expected date of birth of the child for an employee who is pregnant, and within six weeks following the birth of the child for an employee who has not given birth but who will become the primary carer; and
- b) Adoption or permanent care leave: the notified date of placement of the child with the employee.

For the purposes of determining eligibility for partner leave, 'partner' means husband, wife, de facto partner or same sex partner.

### **Payment of allowances during periods of parental leave**

149 Relieving allowance and additional responsibilities allowance will continue to be paid during periods of paid parental leave if the employee is in the higher position for six months or more. Relieving allowance will not be paid when the total continuous period in the higher position is less than six months. In such cases, should the period in the higher position subsequently be extended beyond six months, the allowance will only be paid during periods of paid parental leave taken after an extension beyond six months has been approved and six months in the higher position has been served. Both relieving allowance and additional responsibilities allowance will be paid at the same rate as the approved parental leave, for example 50% parental leave would result in payment of 50% relieving allowance or additional responsibilities allowance. First aid allowance will be paid during periods of paid parental leave.

### **Effect of parental leave on entitlements**

150 Parental leave on full pay counts as 100% service and parental leave on half pay counts as 50% service for the accrual of annual leave.

151 Parental leave, whether paid or unpaid, must be taken in a single continuous period.

152 Notwithstanding the provisions of clause 151 above, additional annual leave or long service leave may be used to supplement a period of parental leave, and must also be taken in a single continuous period.

153 For employees who have not completed 10 years' service, all parental leave without pay does not count as service for long service leave purposes but does not break continuity of service for the purposes of long service leave. Where 10 years' service has been completed, parental leave without pay will count as service provided the leave does not exceed six months. If the period of leave exceeds six months the whole period of leave without pay does not count as service.

### **Transfer to a Safe Job**

154 A pregnant employee has an entitlement to be transferred to an appropriate safe job.

155 An appropriate safe job is a job that has:

- a) the same ordinary hours of work as the employee's present position; or
- b) a different number of ordinary hours agreed to by the employee.

156 If this requirement is met and there is an appropriate safe job available, the employee will be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. The employee will continue to receive their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

157 If there is no appropriate safe job available, and the employee is entitled to parental leave then the employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their base rate of pay for ordinary hours of work during the risk period.

158 To access the benefits under this clause an employee is required to provide evidence that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position because of:

- a) illness or risks arising out of the pregnancy; or
- b) hazards connected with that position.

**Antenatal Leave**

159 A staff member who is pregnant may take personal leave to attend antenatal appointments.

**Return to work**

160 The employee is entitled to return to the substantive position they held immediately prior to proceeding on parental leave. If that position no longer exists, and the employee is qualified for and can perform the duties of other positions in the institution, the University is obliged to place the employee in a position at the same status and remuneration to the substantive position held prior to proceeding on leave. Should a position at the same status and remuneration not be available, the University is obliged to place the employee in the position nearest in status and remuneration to the substantive position held prior to proceeding on leave.

**Right to request**

161 Notwithstanding other provisions within clauses 147-186, an employee entitled to parental leave has the right to request the following:

- a) an increase in simultaneous unpaid parental leave from one week to eight weeks;
- b) an extension of unpaid parental leave from 52 weeks to 104 weeks; and
- c) to return to work on a part-time basis while the child is of school age or younger.

162 The University will consider the request having regard to the employee's personal circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace.

163 Where an employee requests to return to work on a part-time basis, the University may consider temporary placement to an alternative position within the University if the substantive position is not suitable for a part-time appointment.

**Fixed-term employment and parental leave**

164 Employees with a fixed-term appointment are not entitled to parental leave extending beyond the date on which their contract expires.

165 The University may extend a fixed-term contract to an employee whose fixed-term contract expires while she is pregnant, provided the University would reasonably expect the work being undertaken by the employee to continue, and subject to satisfactory performance.

**Primary carer leave**

166 Employees who are the primary caregiver of the child and who have 12 months or more continuous paid service at the nominal commencement date of primary carer leave are entitled to:

- a) either primary carer leave on full pay for the first 26 weeks of their absence; or
- b) if requested by the employee, primary carer leave at half pay for the first 52 weeks of their absence; and
- c) additional primary carer leave without pay to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of primary carer leave.

167 To encourage and facilitate employees to return to work, employees who return to work on a full-time basis within the child's first year will also be entitled to up to nine hours paid leave per week, or alternative arrangements for equivalent amounts of time (as approved by the Head of Work Unit) on a fortnightly basis, to be taken up until the child's first birthday.

168 Employees who return to work on a part-time basis within the child's first year will also be entitled to the paid leave provided for in clause 167 on a pro-rata basis to the nearest 15 minutes until the child's first birthday.

169 Employees who are the primary care giver of the child and who have been continuously employed by the University for twelve months at the nominal commencement date but have not been continuously paid

during that time are entitled to paid primary carer leave on a pro-rata basis.

170 Part-time employees who are eligible for paid primary carer leave will be entitled to payment for that leave on a pro-rata basis.

171 Where a full-time employee has worked part-time, or a part-time employee's hours of work have been varied in the 12 month period immediately prior to the nominal commencement date, payment for the paid portion of the primary carer leave will be based on the average appointment fraction during the preceding twelve months.

172 Employees who wish to proceed on a second or subsequent period of primary carer leave who have at least 12 months continuous paid service immediately prior to the nominal commencement date are eligible for further paid primary carer leave in accordance with clause 166. Employees with less than 12 months continuous service will receive payment on a proportional basis. Payment for the paid portion of the primary carer leave will be based on the average appointment fraction during the preceding months since return to work.

173 Primary carer leave normally commences four weeks prior to the expected date of birth of the child for pregnant employees. Pregnant employees who wish to continue working beyond the four weeks prior to the expected date of birth of the child must provide a supporting medical certificate which indicates their fitness for duty.

174 The University will consider requests from employees to commence primary carer leave up to 20 weeks prior to the expected date of birth of the child.

175 An employee who gives birth to a stillborn child is entitled to primary carer leave for up to six weeks following the date of birth.

#### **Partner leave**

176 An employee whose partner is the primary care giver of the child, has given birth to a child or adopted a child is entitled to two week's paid leave to be taken during the period two weeks prior to and three months after the expected date of birth or the expected date of placement of the child.

177 Additional partner leave without pay is available to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of partner leave.

178 Paid partner leave will be based on the rate of pay at the time of proceeding on leave.

#### **Adoption leave and Permanent Care Orders**

179 Employees who are adopting a child, or are given permanent care orders for a child, who has not lived with the employee for six months or more, are the primary care-giver, and have 12 months or more continuous paid service at the nominal commencement date of adoption leave are entitled to:

- a) adoption or permanent care leave on full pay for the first 26 weeks of their absence; or
- b) if requested by the employee, adoption or permanent care leave at half pay for the first 52 weeks of their absence; and
- c) additional adoption or permanent care leave without pay to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of adoption leave.

180 To encourage and facilitate employees to return to work, employees who return to work on a full-time basis within the child's first year will also be entitled to up to nine hours paid leave per week, or alternative arrangements for equivalent amounts of time (as approved by the Head of Work Unit) on a fortnightly basis, to be taken up until the child's first birthday.

181 Employees who return to work on a part-time basis within the child's first year will also be entitled to the paid leave provided for in clause 180 on a pro-rata basis to the nearest 15 minutes until the child's first birthday.

182 Employees who have been continuously employed by the University for twelve months at the nominal commencement date but have not been continuously paid during that time are entitled to paid adoption or permanent care leave on a pro-rata basis.

183 Where a full-time employee has worked part-time, or a part-time employee's hours of work have been varied in the 12 month period immediately prior to the nominal commencement date, payment for the paid portion of the adoption or permanent care leave will be based on the average appointment fraction during the preceding 12 months.



184 Employees who wish to proceed on a second or subsequent period of adoption or permanent care leave who have at least 12 months continuous paid service immediately prior to the nominal commencement date are eligible for further paid adoption or permanent care leave in accordance with clause 179. Payment for the paid portion of the adoption or permanent care leave will be based on the average appointment fraction during the preceding 12 months.

185 Adoption or permanent care leave commences on the notified date of placement of the child.

#### **Casual employees**

186 Casual employees will not be discriminated against in relation to employment at the University as a result of pregnancy or family responsibilities.

#### **MILITARY LEAVE**

187 Employees who serve on a part-time basis in the Australian Defence Forces Reserves will be granted leave for obligatory training.

188 Applications for military leave must be accompanied by evidence of the purpose and necessity for the leave. A certificate of attendance at the training camp or school must be forwarded to HR Services on return to normal duties.

#### **DOMESTIC AND FAMILY VIOLENCE LEAVE**

189 The University recognises that some employees may experience situations of violence or abuse in their domestic life that may impact on their attendance and/or performance at work. The University is committed to providing confidential support to employees who experience domestic or family violence.

190 Domestic and family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in clause 113.

191 Full-time employees will be entitled to 15 days domestic and family violence leave per annum. Part-time employees will be entitled to domestic and family violence leave on a pro-rata basis. Employees will be paid their ordinary rate of pay when taking domestic and family violence leave. Casual employees will be entitled to five days unpaid domestic and family violence leave.

192 Domestic and family violence leave does not accrue from year to year.

193 An employee who has exhausted their entitlement to domestic and family violence leave may access available personal leave or carers leave as additional domestic and family violence leave.

194 The University may request evidence to support an application for domestic and family violence leave. Evidence can be in the form of an agreed document issued by the Police, a Court, a doctor, a domestic violence support service or lawyer, or other appropriate document.

195 In order to provide support to an employee experiencing domestic or family violence and to provide a safe work environment to all employees, the University will support all reasonable requests for:

- a) changes to their span of hours or pattern of hours and/or shift patterns;
- b) job redesign or change to duties;
- c) relocation to suitable employment within the University;
- d) a change to their telephone number or email address to avoid harassing conduct;
- e) removing their contact details from public access, including the website; and
- f) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

196 Within 12 months of this Agreement being approved by the Fair Work Commission, the University will develop guidelines and/or policies to supplement this clause. This will include a commitment to:

- a) ensure strict confidentiality and privacy is maintained;
- b) ensure staff experiencing domestic and family violence are free from discrimination or adverse action; and
- c) creating designated internal contact points who will be appropriately trained in responding to domestic and family violence, referral/support options and privacy. At the request of the staff member such contact points will act as a liaison with the staff member's supervisor to ensure the provision of the most appropriate form of support, including leave approvals.

## **SPECIAL LEAVE**

197 Employees are eligible for paid special leave of up to a maximum of three days per calendar year.

198 Special leave may be granted in the following circumstances:

- a) attend an employee's own graduation ceremony;
- b) attend NAIDOC celebrations;
- c) attend citizenship ceremonies;
- d) attend religious and other ceremonial events; and
- e) other special circumstances as approved.

In addition to the above, subject to the work unit's demonstrable operational requirements, special leave may be granted in the following circumstances:

- f) volunteering services to a not-for-profit community organisation;
- g) volunteering in the event of a declared natural disaster; and
- h) volunteering as part of a community event of national/international significance, as determined by the University.

199 Requests for additional special leave will be considered in severe climatic circumstances.

200 Employees may be required to provide evidence of their requirement for special leave.

201 Special leave is not cumulative.

202 Special leave will not be granted when an employee is absent on another period of approved leave.

## **COMPASSIONATE LEAVE**

203 Employees are eligible for compassionate leave up to three days per occasion due to the death or life threatening illness or injury of an immediate family member. For the purposes of compassionate leave, immediate family is defined in clause 113.

## **COMMUNITY SERVICE LEAVE**

### **Jury service**

204 Employees are eligible for leave with pay to cover the time required for jury service. Employees are required to produce the certificate of attendance for jury service provided by the Sheriff's Office and leave will be approved in accordance with the attendance details specified on this advice.

205 Employees are entitled to receive full pay for the period of absence but are required to pay the University any attendance fees received for the jury service. Employees are entitled to retain any monies received from the Sheriff's Office relating to meal and travelling expenses.

206 An employee who is required for jury service during a period of approved leave is entitled to retain all monies received from the Sheriff's Office but will not receive a re-credit of leave.

### **Emergency Services leave**

207 Employees who are members of a recognised emergency services organisation are eligible for up to five days paid leave per calendar year to attend voluntary emergency activities and related training.

208 Additional paid leave may be granted in exceptional circumstances.

209 Emergency services leave will only be granted where an employee provides documentary evidence of their training requirements, attendance during emergency situations, and membership of the relevant emergency services association.

## **EMPLOYEES AS WITNESSES**

210 If an employee is subpoenaed, summonsed or called as a witness on behalf of the University, or is a witness in proceedings relating to a University industrial matter, they will be regarded as being on duty and will not lose salary or leave entitlements. In such cases the employee will not receive any witness fees for the period they are required as a witness.

211 Where employees are subpoenaed, summonsed or called as a witness on behalf of a party other than the University, or in an industrial matter unrelated to the University, the period of absence will be treated as leave without pay or, if the employee elects, as annual leave, and any witness fees or

expenses conceded by the Court may be retained by the employee.

#### **ANNUAL LEAVE**

212 Employees are eligible for four weeks annual leave, except for 'professional staff seven day continuous shift workers', who are eligible for five weeks annual leave.

213 Annual leave accrues progressively in each year of service, except for an employee who is on leave without pay or in receipt of a temporary incapacity benefit or total and permanent disablement benefit from the relevant superannuation fund.

214 By agreement between the supervisor and the employee annual leave may be granted:

- a) in broken periods; and/or
- b) before or after the completion of each twelve months service.

215 Provided that the period of annual leave granted will not exceed the proportion of the annual leave that the employee has accrued at the date of the end of the annual leave.

216 Part-time professional staff required to work additional hours on an ad-hoc basis will be paid a loading of one twelfth of their normal salary, in lieu of paid annual leave that would normally accrue for those additional hours.

217 In the interests of employee wellbeing it is recommended that employees take their four week annual leave entitlement each year. Supervisors will ensure that employees are able to take their annual leave.

218 Fixed-term employees are normally required to take their annual leave entitlement prior to the conclusion of each contract.

219 Where a fixed-term contract is for a period of less than six months, following discussions with the employee, the Head of Work Unit may provide written approval to waive this requirement.

220 Where an employee has not used their full annual leave entitlement in a given year, the University may allow annual leave entitlement to accumulate up to a maximum of eight weeks, subject to clauses 223-228.

221 Subject to the provisions of clauses 212-231 and the operational needs of the work unit, employees are normally entitled to take annual leave at a time of their choosing.

222 Annual PRP discussions must include agreement on an annual leave plan for the forthcoming 12 month period.

#### **Direction to take annual leave**

223 Where a full-time employee's annual leave accrual exceeds 40 days, (or pro rata for part-time employees), the University may direct the employee to take enough annual leave to reduce the balance of their annual leave accrual below 30 days. Such leave must be taken within four months from the date the notice is given.

224 An employee may request that a direction to take leave under the above clause be extended to six months (a further two month period), provided:

- a) the employee is able to demonstrate that there is a compelling reason for deferral; and
- b) an appropriate leave application is submitted with the request.

225 Employees directed to take annual leave must discuss their plans with their supervisor to ensure compliance with the direction. Employees will be entitled to take the leave at a time of their choosing, subject to the operational needs of the work unit.

#### **Cashing out annual leave**

226 Where a full-time employee's annual leave entitlement exceeds 30 days, the employee may apply to the Director, Human Resources to cash out a minimum of 10 days of annual leave. A part-time employee may apply to cash out the equivalent pro-rata entitlement. Employees must retain a minimum balance of 20 days annual leave following the cashing out of the annual leave.

227 It is not intended that employees apply to cash out annual leave each year. The Director, Human Resources will not approve an application under this clause unless:

- a) the employee has taken the equivalent number of days they are seeking to cash out as annual leave in

the preceding 12 months; and

- b) the Director, Human Resources is satisfied that the employee is not regularly applying to cash out annual leave.

228 Payment will be made at the employee's ordinary rate of pay applicable at the time of application. Employees who apply to cash out annual leave will be advised to seek independent financial advice.

#### **Illness during annual leave**

229 Where an employee, who is eligible for personal leave, produces a satisfactory medical certificate confirming that they were incapacitated for a period of one working week or more whilst on annual leave, the University will re-credit the employee with the equivalent period of annual leave providing:

- a) the period of annual leave to be re-credited is at least one working week; and
- b) the employee applies for personal leave within one week of returning from approved leave.

230 No such re-credit will be granted to a member of staff on annual leave immediately prior to retirement, resignation or termination of service.

#### **Payment in lieu of annual leave**

231 Employees are entitled to receive payment for accrued annual leave not taken on resignation, retirement or termination up to the maximum allowable accrual in accordance with clause 220.

#### **LEAVE LOADING**

232 The leave loading payment will be based upon 17.5% of four weeks ordinary salary, except that the loading payment for seven day continuous shift workers will be based upon 17.5% of five weeks ordinary salary. The loading will be paid as a lump sum payment on the first payday in December each year. However, where an employee is in receipt of an annualised allowance in lieu of shift penalties they will continue to be paid that allowance during any periods of annual leave instead of receiving the standard leave loading entitlement as a lump sum payment in December where the allowance for the leave period is equal to or greater than the leave loading payment.

233 Where an employee's employment is terminated for any reason other than misconduct, the employee will be entitled to a pro-rata leave loading payment for completed continuous service (assessed on working days) in that year.

234 The maximum payment for professional staff annual leave loading is based on the maximum salary for a Higher Education Worker Level 10. The maximum payment for academic staff annual leave loading is based on the maximum salary for an academic Level B Year 6.

235 Where an employee's entitlement to annual leave loading, based on 17.5% of four weeks' salary, is less than the maximum payment as calculated in clause 234, the lesser amount is payable.

236 Entitlement to annual leave loading is assessed on the basis of leave accrued during the twelve month period between 1 January and 31 December each year.

237 Where an employee has served less than a full twelve months, a pro-rata entitlement for the period of completed service (assessed on working days) is payable based on the employee's salary or maximum payment as appropriate.

238 As an alternative to receiving payment of leave loading, a full-time employee may elect to receive three and one half days' additional annual leave. The three and one half days are non-cumulative and must be taken prior to the end of the year in which they are received in accordance with normal leave provisions. Part-time employees will receive leave under this clause on a pro-rata basis on the basis that:

- a) in return for receiving the additional leave, employees will forfeit their entitlement to the payment of leave loading, or annualised allowance in lieu of shift penalties as the case may be, in that year and leave loading payments or shift penalties will cease; and
- b) employees wishing to take up the option of additional leave in lieu of leave loading must submit a written application to the relevant delegated officer in October of the year in which the option is to occur specifying the dates on which the leave is to be taken.

#### **PUBLIC HOLIDAYS**

239 Employees, other than casual employees, who are not required for duty, will be entitled to observe the

following days as holidays without loss of pay:

- a) New Year's Day
- b) Australia Day
- c) Good Friday
- d) Easter Monday
- e) Anzac Day
- f) Queen's Birthday
- g) August Bank holiday (to be taken the first working day after Boxing Day)
- h) Labour Day
- i) Christmas Day
- j) Boxing Day
- k) any other holiday proclaimed at the discretion of the University; and
- l) all other geographically relevant proclaimed public holidays.

240 During the term of this Agreement, alternative arrangements in lieu of proclaimed holidays may be implemented following consultation including the provisions of clause 284.

241 Two days between Boxing Day and New Year's Day will be designated concessional days for which staff, other than casual staff, who are not required to work will be paid at their ordinary rate of pay. The University may require employees to work during the concessional period only in circumstances where their role is considered essential. The University will call for volunteers in the first instance, however may direct staff to work should there be insufficient volunteers. Rosters will normally be finalised by 1 September of each year, but no later than 1 November. Unless otherwise agreed, staff rostered to work over the concessional days will be rostered on for both days and for a minimum of 7 hours each day.

242 Employees required to work during the concessional period will be paid at the public holiday rate or may elect to take a day off in lieu at another time during the year, subject to operational requirements.

243 Further professional staff specific provisions are at clauses 489-490.

## **PART 7 MANAGEMENT FOR PERFORMANCE**

### **PROBATION**

244 The University may require an employee who is offered an appointment with the University to serve a probation period. The University will, in determining the length of the probation period or whether to waive such a period, have regard to the nature of the duties to be undertaken, the employee's prior service at the University or at other institutions, and the employee's qualifications and experience.

245 On appointment, professional staff employees will be provided with a clear statement of duties and academic employees will be provided with a copy of the Minimum Standards for Academic Staff.

246 An employee's supervisor or the Head of Work Unit will be responsible for providing feedback at regular intervals during the probation period. A probationary employee will be offered relevant training and development opportunities.

247 A probationary employee will be provided with regular feedback to confirm progress or to identify performance difficulties and develop an appropriate plan for their resolution. Where concerns are raised about the employee's performance during this period they will be given sufficient guidance and support to address the performance issues.

248 Prior to their employment with the University, an employee will be provided with written notification of the length and terms of their probationary period. Any possibility of extension to the probationary period will be communicated in writing to the employee in advance of their commencement.

249 New appointees (except casual employees) will normally serve a maximum probationary period as follows:

<b>Classification</b>	<b>Maximum Probationary Period</b>	<b>Probationary Reviews</b>
Professional	six months	Will normally be conducted on or before the 8 <sup>th</sup> week

Staff		and 24 <sup>th</sup> week.
Academic Staff	three years	Will normally be conducted on or before the 12 <sup>th</sup> , 24 <sup>th</sup> and 33 <sup>rd</sup> month.

- 250 The University will consider a reduced probationary period for academic employees with previous service at other universities.
- 251 In addition to the above, probationary periods may be extended for up to six months for professional employees and up to 12 months for academic employees in exceptional circumstances.
- 252 Where probationary periods are less than the maximum period, probationary reviews will normally be conducted at appropriate intervals prior to the end of the probationary period.
- 253 Where the relevant delegated officer(s) determines during the probation period that the employee has met the relevant probation requirements in advance of the probation review period, the employee's appointment may be confirmed in writing.
- 254 Where a decision is made not to confirm an employee's appointment during a period of probation, the recommendation will be referred to the Vice Chancellor, together with the employee's response, who may terminate the employment. Employees whose employment is terminated during a period of probation will be entitled to the following notice periods:

Period of continuous service	Period of notice
Less than one year	one week
One year and up to the completion of three years	two weeks
Three years and up to the completion of five years	three weeks
Five years and over	four weeks

#### **PERFORMANCE REVIEW AND PLANNING (PRP)**

- 255 The University is committed to improving its existing performance management processes. This will be achieved through annually reviewing the policy on [Performance Review and Planning](#), (PRP) and implementing enhancements that facilitate more effective performance management.
- 256 Performance management and evaluation of staff performance may be undertaken for, but need not be limited to, the following purposes:
- provide feedback to staff on how they are performing in the workplace;
  - promote individual staff development and career planning strategies;
  - reward staff for excellence in performance which contributes positively to objectives specified in approved University plans;
  - improve poor performance;
  - formulate and implement improvement strategies in cases where the performance of employees is below that expected from the classification level descriptions in terms of quality or extent of performance;
  - ensure fairness and due process as well as effective outcomes when dealing with demonstrated unsatisfactory performance which may lead to sanction; and
  - facilitate the identification of development and education needs to assist employees to take responsibility for career development.

#### **Supervisor responsibilities**

- 257 Supervisors are responsible for:
- the establishment of, and communication to, employees of work expectations and performance objectives;
  - the monitoring of performance and provision of feedback to employees on an ongoing basis;
  - the conduct of regular PRP reviews, including documentation, in accordance with the [PRP Policy](#); and

- d) facilitating employees to undertake training and development opportunities that align with the Work Unit's goals and where possible support other career development opportunities.

#### **Employee responsibilities**

258 Employees are responsible for:

- a) the participation in regular PRP reviews, including completing PRP plans in accordance with the [PRP Policy](#);
- b) consulting with supervisors, seeking advice and expressing views on job expectations and any other aspect of work; and
- c) seeking opportunities and taking responsibility for career development.

259 Where underperformance is identified, the supervisor will set objectives and reasonable timeframes within which improvements are to be achieved. The supervisor will closely monitor the work and communicate frequently with the employee. The employee will be provided with the opportunity and assistance to address underperformance. Where there is evidence that underperformance has not been remedied through this process, the relevant formal procedures for managing unsatisfactory performance will be followed.

260 Each employee will have a formal supervisor nominated in writing. The Supervisor will be the Head of Work Unit, or their nominee, provided that for academic staff the relevant executive member may delegate another employee classified at Level C or above to be the supervisor of one or more employees. In matters relating to staff development, should an employee so desire, the supervisor and the employee may agree to consult with a third party with relevant expertise nominated by the employee or the supervisor. Where agreement cannot be reached, the matter will be referred to the relevant executive member for final decision.

261 An academic employee may request a change in PRP supervisor. The request must be made in writing to the relevant executive member stating the reasons for the request. Where the employee has reasonable grounds for requesting a change and where a suitable alternate supervisor is available in accordance with clause 260, the University will not unreasonably withhold permission to change supervisor for PRP purposes.

#### **MANAGING UNSATISFACTORY PERFORMANCE**

262 Termination of employment on the grounds of unsatisfactory performance may only be in accordance with the provisions of clauses 262-283. These clauses do not apply to casual staff.

263 Where a matter that may involve unsatisfactory performance has been dealt with under the provisions for probation in clauses 244-254 (for employees subject to probation only), or as though it were a case of misconduct/serious misconduct under clauses 335-364, the managing unsatisfactory performance procedures are not required.

264 Prior to taking any action in accordance with clauses 262-283, the Supervisor or Head of Work Unit must have first met with the staff member to discuss the unsatisfactory performance issues. The employee will be provided with the opportunity and assistance, which may include staff development, to address the unsatisfactory performance, including a clear understanding of the work expected of them and guidance and feedback in relation to their performance.

#### **Definition**

265 'Unsatisfactory performance' means a level of performance that is unacceptable and may include, but is not limited to:

- a) unsatisfactory, inefficient or negligent performance of the specified duties of the position held;
- b) persistent, unsupported absence, lateness, or persistent unavailability;
- c) unreasonably failing or refusing to meet with the supervisor and/or Head of Work Unit to discuss performance;
- d) persistent substantiated formal complaints by students or other employees about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines; and/or
- e) inadequate completion of administrative tasks or other responsibilities without reasonable justification.

266 Unsatisfactory performance will have regard to the level and duties of the position, the action required to remedy the deficiencies in the employee's performance, and the time frame within which the necessary improvements are required.

267 **'Disciplinary action'** means action by the University to discipline an employee for unsatisfactory performance in accordance with the provisions of this Agreement and may include one or more of the following:

- a) formal censure;
- b) counselling;
- c) withholding of an increment;
- d) demotion by one or more classification levels or increments;
- e) redeployment; and
- f) termination of employment.

**Procedures**

268 Where a Supervisor and/or Head of Work Unit forms a view that the performance of an employee is unsatisfactory, the Supervisor will:

- a) inform the employee in writing that action is being taken in accordance with this clause;
- b) advise the employee in writing on the nature of the improvement required and the time within which reasonable improvement is expected; and
- c) make a written record of the advice given and provide a copy to the employee.

269 An employee will be advised they may choose to be accompanied by another University employee or employee representative at any meeting convened in accordance with clauses 262-283.

270 Where a Supervisor and/or Head of Work Unit believes that the processes referred to in clause 268 have not produced the desired improvements in performance, the supervisor and/or Head of Work Unit will make a written report to the relevant Executive Member and, at the same time, provide a copy to the employee, who may choose to make a response to the relevant Executive Member within ten working days of receipt of the report.

271 Upon receipt of the report and any written response from the employee, the Executive Member must be satisfied that:

- a) appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention;
- b) an adequate opportunity to respond was given;
- c) any response was taken into account;
- d) a reasonable opportunity has been afforded to remedy the performance problem; and
- e) if appropriate, that there has been appropriate consultation with the employee's colleagues.

272 Within 10 days of receiving the employee's response the Executive Member may then decide to:

- a) take no further action;
- b) refer the matter back to the supervisor and/or Head of Work Unit to ensure that the steps referred to in clause 271 are complied with in a manner appropriate to the circumstances; or
- c) take disciplinary action, as defined in clause 267, and advise the employee in writing of the disciplinary action to be taken and the reasons for the decision.

273 Where the Executive Member is recommending disciplinary action in accordance with clause 272(c) that includes termination, redeployment or demotion, the employee has the option to accept the Executive Member's report or to refer the matter for Independent Review. The decision to have the matter reviewed must be made within 10 working days of receiving the Executive Member's report. A failure to respond will be deemed to be a rejection of the Executive Member's report and the matter will be referred for Independent Review.

274 Where the employee has not referred the matter for Independent Review, the Vice Chancellor will make a final decision and advise the employee in writing of the decision.



### **Establishment and terms of reference of the Independent Review**

- 275 Where a matter is referred for independent review, the review will commence within 10 working days where practicable.
- 276 The review will be conducted by the Independent Review Panel (IRP), consisting of three members chosen as follows:
- a) a Chairperson, appointed by the Vice Chancellor and chosen from a list of Chairpersons agreed to between the University and the two University Union Branch Presidents, and who will, unless otherwise agreed, be independent and external to the University;
  - b) a person from within the University chosen by the employee or the Union representing the employee; and
  - c) a person from within the University chosen by the Vice Chancellor.
- 277 The terms of reference for the review will be to report on whether:
- a) the procedures that were followed were procedurally fair and in accordance with clause 268-270, and if not, whether the outcome was affected by the procedures that were followed; and
  - b) the disciplinary action is reasonable in the circumstances.
- 278 The panel will conduct its review of procedures as expeditiously as possible and provide a report to the Vice Chancellor and the employee, normally within five working days of commencement of the review.
- 279 When the Vice Chancellor has received the report of the review, the Vice Chancellor will make a final decision.
- 280 The Vice Chancellor will advise the employee in writing of the decision.
- 281 Any disciplinary action taken will be appropriate to the nature of the unsatisfactory performance.
- 282 The actions of the Vice Chancellor under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.
- 283 Nothing in this clause prevents the Vice Chancellor or relevant Executive Member referring a question of possible unsatisfactory performance to a supervisor and/or Head of Work Unit for appropriate action.

## **PART 8 CONSULTATION AND MANAGING CHANGE**

### **Join Consultative Forum**

- 284 Regular opportunities to consider general workplace relations matters including proposed significant workplace changes with senior management will be provided through the Joint Consultative Forum (JCF).
- 285 The JCF will be advisory to the Vice Chancellor. Membership of the JCF will normally comprise four representatives from management, a Chair nominated by the Vice Chancellor, and the Staff Consultative Group (SCG). The SCG will be made up of:
- a) one member of academic staff elected by and from the staff of the University;
  - b) one member of professional staff elected by and from the staff of the University;
  - c) one employee nominated by the Branch President of the CPSU; and
  - d) one employee nominated by the Branch President of the NTEU.
- 286 Observers who are members of staff may attend meetings of the JCF. Such observers may be invited by the Chair to speak.
- 287 Persons external to the University may be invited to attend and/or participate with the prior agreement of the Chair.
- 288 The Director, Human Resources or nominee will act as Secretary to JCF meetings. Minutes of JCF meetings and appropriate advice will be submitted to the Vice Chancellor.
- 289 The JCF will normally meet at two monthly intervals. Should a significant issue arise between the scheduled JCF meetings, the employee or, where the employee chooses, their employee representative from within the University should raise the matter directly with the Director, Human Resources in the first instance to consult on the specific issue and, if appropriate, to advise the Vice Chancellor. Further JCF meetings may be arranged if necessary.

290 The University will report annually to the JCF the total number of redundancies implemented during the preceding 12 months.

#### **Significant Workplace Change**

291 Where the University is proposing significant workplace changes in production, program, organisation, structure or technology, which is likely to have significant impacts on identified groups of employees, the University will consult with the employees who will be affected by the change, and at their request, their employee representative.

292 Significant workplace change may include, but is not limited to:

- a) outcomes of the same level of consequence as termination of employment;
- b) changes to the composition of the workforce or a reduction in the size of a work unit;
- c) alterations to formal hours of work agreements for identified groups of employees;
- d) outsourcing of services directly affecting more than one employee;
- e) changes that involve the forced relocation or forced transfer of identified groups of employees;
- f) introduction of significant technological change which is likely to have significant impacts on identified groups of employees; and
- g) other significant changes to formal employment conditions affecting identified groups of employees.

293 Where significant workplace change is proposed, other than a change affecting only one employee, the University will follow the processes outlined in clauses 294-304.

294 The University will prepare a written draft change proposal. The Head of Work Unit responsible (or their nominee) for the process will consult with relevant employees during the development of the proposal.

295 The draft change proposal will include:

- a) rationale and nature of the change proposed, including expected impact of change, expected benefits and adverse effects, and details of any measures taken to avert job losses, where applicable;
- b) anticipated timeframe for change, consultation and implementation;
- c) any redeployment opportunities, training requirements and staff development opportunities where applicable; and
- d) where relevant, current and proposed organisational charts.

296 Heads of Work Units (or their nominee) will provide a copy of the draft change proposal to affected employees, JCF members and the two Union Branch Presidents. The University will take reasonable steps to inform staff who are on extended leave or secondment.

297 Where the draft change proposal affects a single work unit, Heads of Work Units will invite affected employees, their nominated representatives, a representative from the two unions and JCF members to a meeting to discuss the proposed change.

298 Where the draft change proposal affects more than one work unit, the University will make available the draft change proposal in writing to affected employees, the two unions and their nominated representatives, and invite JCF representatives to a meeting to discuss the change. Where reasonably practicable the University will offer affected staff an opportunity to attend a meeting where the Head of Work Unit or nominee will present, explain and discuss the proposed change.

299 Affected employees, their nominated representatives, the two unions and JCF members will be given 10 working days from the date of the meeting in clause 297, or the JCF meeting in clause 298, to respond in writing to the change proposal. Where a change proposal is complex or involves multiple work units the period of 10 working days may be extended.

300 Requests for further information on the draft change proposal may be sent to the Head of Work Unit (or their nominee). Questions regarding procedural issues will be referred to the Director, Human Resources.

301 Following the consultation period in clause 299, the University will provide affected employees, their nominated representatives, the two unions and JCF members, a written summary of the main responses received to the draft change proposal, and where they have not been incorporated will detail the reasons.

302 Following the circulation of the document in clause 301, affected employees, their nominated representatives, the two unions and JCF members will have a further 5 working days to provide any further responses.

303 Following consideration of all feedback, the University will release a final change plan, which will include implementation details.

304 By mutual agreement between the University and the two unions, the timeframes in clauses 299 and 302 may be reduced or extended.

#### **Significant Change Affecting Only One Position**

305 Where significant workplace change is likely to affect only one position, the Head of Work Unit (or their nominee) will discuss the proposed change as early as possible with the affected employee and relevant work unit staff.

306 Heads of Work Units will develop a change proposal in accordance with clause 295 which will be provided to the affected employee, their employee representative, the members of the JCF and the two Union Branch Presidents.

307 The employee, their representative, members of the JCF and the two University Union Branch Presidents, will be given 10 working days from the date the change proposal is provided to the employee to respond in writing to the Head of Work Unit. By mutual agreement between the University, the affected employee and the two University Union Branch Presidents, this 10 day period may be reduced.

308 Following consideration of feedback on the draft change proposal, the Head of Work Unit (or their nominee) will release a final change plan, which will include implementation details.

#### **Changes to rosters or hours of work**

309 Where the University proposes to change a staff member's regular roster or ordinary hours of work as defined in clause 493, the University will consult with the staff member or staff members affected and their representatives, if any, about the proposed change, in accordance with clause 310. The processes in clauses 291-308 are not required to be applied.

310 The consultation process will include:

- a) the provision of information about the proposed change;
- b) Inviting employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) consideration by the University of any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.

311 Clauses 309-310 should be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

312 Where the changes referred to in clauses 309-310 have significant effects on staff in accordance with clause 292, the University will regard clause 291 as applicable.

### **PART 9 LABOUR FLEXIBILITY AND REDUNDANCY**

#### **LABOUR FLEXIBILITY**

313 The University and its employees recognise the University's need to use contract labour for the implementation of specialised services or events, which may include, but not be limited to, the following:

- a) the need for specialised equipment or specialised services, such as the installation of computer and communications equipment, building and plant maintenance projects, and occasional special events;
- b) where the skills are not possessed by the University's employees, and cannot be readily developed or funded;
- c) where there is a requirement to meet peak or above normal demands which cannot reasonably be met through internal staff deployment; or
- d) demonstrable cost efficiencies.

314 Where contracting out of work affects the staffing profile of the institution, the University will consider alternatives and document the relative advantages and cost benefits.

315 The University will promote the training and skills development of staff where the continuing need for specialist contract labour could be more cost effectively met through internal staff deployment.

### **REDUNDANCY**

316 Redundancy is defined as a situation where an employee's position is identified as surplus to the needs of the University as a result of the termination of the function formerly performed by the employee, as a consequence of economic, technological or structural change, such as:

- a) financial exigency within an organisational unit or cost centre;
- b) a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- c) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses or to cease support of a research area on any campus;
- d) changes in work methods arising from the introduction of technological development;
- e) a decrease in student demand or enrolments impacting upon workloads;
- f) restructuring and/or the rationalisation of organisational entities and operations, closing down of industry and commercial partnerships, including outsourcing; or
- g) legislative change.

317 The University is committed to averting or minimising redundancies; however, should circumstances warrant a reduction to the staffing profile, the following measures will be considered in the first instance:

- a) staffing levels may be reduced through natural attrition and/or limiting external recruitment action;
- b) redeployment and retraining;
- c) voluntary conversion to part-time work; or
- d) offering voluntary redundancy to any employee or category of employees, and/or call for expressions of interest therein.

318 Forced redundancy will only occur as a result of a change management process and will be used as a last resort.

319 The terms of this redundancy clause will not apply to:

- a) casual employees;
- b) apprentices; and
- c) fixed-term employees.

### **Notice of termination and redeployment**

320 Prior to the implementation of a decision relating to redundancy, the Vice Chancellor will consider whether:

- a) a genuine decision was taken by the University;
- b) fair and objective criteria were used; and
- c) genuine and adequate consultation was entered into, and adequate consideration was given to measures to avert or mitigate the adverse effects of the termination.

321 Where the Vice Chancellor determines that a position is to be made redundant, the affected employee will be notified, by HR Services, of the Vice Chancellor's decision as soon as possible following the decision.

322 An employee, whose position has been made redundant, will be notified by the University in writing that their employment with the University will be terminated at the expiration of eight weeks; such notification will state the reason(s) for termination and provide a copy of the Vice Chancellor's consideration under clause 320. The eight weeks' notice of termination will hereinafter be referred to as the 'redeployment' period and includes any award or statutory entitlement to notice of termination.

323 The redeployment period of eight weeks will commence from the date of such notification, provided

that an employee may extend the redeployment period for an additional period of up to 12 weeks, such that the maximum period of redeployment will be twenty weeks.

324 The University will, as part of the notice of termination or as an attachment thereto, provide the employee with the following information:

- a) an estimate of the entitlements as to long service leave, annual leave, and leave loading in the event that the employee is made redundant;
- b) an estimate of the redundancy or severance payment entitlements that the employee would be entitled to in accordance with this redundancy agreement, if redeployment is not feasible;
- c) advice as to the process and likelihood of redeployment and conditions attached thereto;
- d) access to a list of positions that are currently vacant and are intended to be filled and the position descriptions; and
- e) a copy of these provisions.

325 The University may formally offer to redeploy an employee into any reasonable position or location, during or at the end of the agreed period of redeployment:

- a) where an employee declines an offer of redeployment at the same or lower substantive level, the employee will be terminated as if they had been made involuntarily redundant in accordance with the redundancy provisions;
- b) where an employee accepts an offer of redeployment at a lower substantive level, the employee's salary will be maintained at the higher level for a period of six months from the date of redeployment, before reverting to the top increment step of the lower level;
- c) where an employee accepts an offer of redeployment no redundancy or severance benefits will be paid; and
- d) the University may withdraw an offer of redeployment where an employee has failed to provide written notice of acceptance within two weeks of receipt of the offer of redeployment.

326 Where there is mutual agreement an employee may be redeployed into a position on a trial basis not exceeding six months in duration. At the end of the six month period, subject to mutual agreement, the employee will be redeployed to the relevant position. An employee not redeployed to the position at the end of the trial period will be terminated as if they had been made involuntarily redundant.

327 During the redeployment period the University will provide priority access to the University's identified training and development programs.

#### **Redundancy entitlements and calculation**

328 The following redundancy payments will apply:

- a) a redundancy payment equivalent to 20 weeks salary; plus
- b) a further redundancy payment, calculated to the nearest completed month, of three weeks salary for each year of the first 10 years continuous service and two weeks salary for each year of continuous service with the University, beyond 10 years; plus
- c) where an employee has reached the age of 50 and has continuous service in excess of one year, an additional redundancy payment of four weeks; plus
- d) monetary equivalent of the unexpired portion of the eight weeks' redeployment period as detailed in clause 322.

329 The total redundancy payment for an employee with less than 12 months' service at the date of termination will not exceed 20 weeks. The total redundancy payment for any other employee will not exceed 68 weeks, exclusive of the notice period.

330 The employee will also be entitled to the payment of the following:

- a) unpaid long service leave entitlements at the date of termination; and
- b) the payment of accrued pro-rata annual leave and pro-rata leave loading at the date of termination.

331 In the calculation of redundancy and severance payments, the employee's ordinary rate of pay will be used, and any additional allowances over and above the employee's ordinary rate of pay will not apply.

332 Where an employee has accepted a temporary variation to their substantive appointment whilst retaining a right to return to the terms of the substantive appointment, then the salary level to be used in the calculation of any redundancy will be that applicable to the substantive appointment

#### **Assistance during redeployment period**

333 Outplacement support will be offered and arranged by HR Services.

334 Where an employee chooses to remain with the University during the redeployment period they will be entitled to the following assistance during the redeployment period:

- a) one day per week without loss of pay for the purposes of attending to financial affairs, job interviews or other job search activities; and
- b) on the provision of documentary evidence as to the attendance at job interviews or other job search activities requiring absence in excess of one day in a given week, the number of days considered reasonable by that employee's supervisor in accordance with the circumstances.

### **PART 10 DISCIPLINARY PROCEDURES**

#### **MISCONDUCT/SERIOUS MISCONDUCT**

##### **Application**

335 Part 10 does not apply to casual staff.

336 The University's [Code of Conduct](#) contains approved appropriate standards of conduct in relation to a range of general matters affecting the University as a corporate entity.

337 In dealing with instances of alleged misconduct/serious misconduct the University will follow the principles of procedural fairness and natural justice. Employees are entitled to, and will be informed of, their right to the assistance of an employee representative during proceedings under this clause.

338 Some concerns about behaviour, which may be considered misconduct/serious misconduct may be dealt with by the relevant supervisor or Head of Work Unit through guidance, counselling, written directives, conciliation, or other appropriate action and may also include training or development activities. Disciplinary action should normally be initiated as a last resort.

339 If it is not considered reasonable, or in the event that the line manager's dealings do not resolve the matter to the satisfaction of the University, and where preliminary enquiries determine further investigation of the matter is warranted, the University will notify the employee in writing of the alleged misconduct/serious misconduct. The notice in writing will provide sufficient detail to enable the employee to understand the precise nature of the allegation(s) and consider and respond to them properly; and will include a copy of this clause to the employee.

##### **Definitions**

340 '**Misconduct**' includes, but is not limited to, behaviour that is unsatisfactory.

341 '**Serious misconduct**' includes, but is not limited to:

- a) Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties;
- b) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the employee of their functions or duties, or to the employee's colleagues carrying out their functions or duties; and
- c) serious dereliction of duties.

342 Examples of 'serious misconduct' in the course of employment include: theft; fraud; misappropriation of funds; assault; serious harassment (including sexual harassment); a serious breach of the University's policies or regulations; or repeated actions of misconduct.

343 '**Disciplinary action**' means any action by the University to discipline an employee for misconduct or serious misconduct and may include one or more of the following, except that in cases involving misconduct, disciplinary action will not constitute termination of employment:

- a) formal censure;
- b) counselling;

- c) demotion by one or more classification levels or increments;
- d) withholding of an increment;
- e) redeployment; and
- f) termination of employment.

**Procedures**

344 These procedures will be followed before taking disciplinary action against an employee for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clauses 262-283 these procedures are not required.

345 The relevant Executive Member will consider any allegation(s) of misconduct and/or serious misconduct. If the Executive Member believes the allegation(s) warrant further investigation, then the Executive Member will:

- a) notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation(s), and to properly consider and respond to them; and
- b) require the employee to submit a written response within 10 working days.

346 Following consideration of the employee's response, within 10 working days, the Executive Member may then decide to:

- a) take no further action; or
- b) take disciplinary action as defined in clause 343. The employee will be provided a written report detailing the reasons for this decision.

347 Where the Executive Member is recommending disciplinary action in accordance with clause 346(b) that includes termination, redeployment or demotion, the employee has the option to accept the Executive Member's report or to refer the matter for review. The decision to have the matter reviewed must be made within 10 working days of receiving the Executive Member's report. A failure to respond will be deemed to be a rejection of the Executive Member's report and the matter will be referred for review.

348 Where the employee has not referred the matter for review, the Vice Chancellor will make a final decision and advise the employee in writing of the decision.

**Establishment and terms of reference of Misconduct Review Committee**

349 Where a matter is referred for review, the University will convene a Misconduct Review Committee ("Committee") within 20 working days where practicable.

350 The Committee will consist of three members, chosen as follows:

- a) a Chairperson, appointed by the Vice Chancellor and chosen from a list of Chairpersons agreed to between the University and the two University Union Branch Presidents, and who will, unless otherwise agreed, be independent and external to the University; and
- b) a person from within the University chosen by the employee or the union representing the employee; and
- c) a person from within the University chosen by the Vice Chancellor.

351 A HR Services representative will act as Secretary to the Committee.

352 The committee will not include any person involved in the management of the case for the University or a person involved in providing advocacy or support for the employee.

**Procedures of the Committee**

353 The Committee will conduct its proceedings as a Committee of inquiry and will:

- a) meet in camera, unless the employee and the Vice Chancellor agree otherwise;
- b) allow the employee and the University each to be assisted or represented by an agent of their choice who is an employee of the University (but not if such a person is a currently practising solicitor or barrister), or by an officer or employee of the CPSU, the NTEU or the Australian Higher Education Industrial Association;

- c) provide an opportunity for the employee to be interviewed by it and ensure that they have adequate opportunity to answer allegations of misconduct or serious misconduct and put their case;
  - d) interview any person it thinks fit to establish the merits or facts of the particular case;
  - e) provide an opportunity for the employee and the Vice Chancellor, or their representatives, to be present during the conduct of interviews;
  - f) ensure that the employee and the Vice Chancellor, or their representatives, have the right and opportunity to ask questions of interviewees, and to make submissions. They also will have the right to present and challenge evidence;
  - g) conduct proceedings as expeditiously as possible consistent with the need for fairness, but must complete its proceedings within 20 working days of having been convened;
  - h) take into account other material it believes appropriate to the case; and
  - i) keep an audio recording of the proceedings (but not its own deliberations), which will be available to either the Vice Chancellor or the employee on request.
- 354 The Committee will provide a report to the Vice Chancellor and the employee within 10 working days following the conclusion of its proceedings.
- 355 In circumstances where the employee is unable to attend, the Committee may either proceed or elect to reconvene.
- 356 On receipt of the report of the Committee, and having considered all its findings on the facts related to the alleged misconduct or serious misconduct, the Vice Chancellor may take disciplinary action.
- 357 If, having considered the Committee's findings on the facts, the Vice Chancellor is of the view that there has been no misconduct or serious misconduct the Vice Chancellor will advise the employee in writing. The Vice Chancellor may, by agreement with the employee, publish the advice in an appropriate manner.
- Suspension from duty**
- 358 The Executive Member may suspend an employee with pay, or without pay if the Executive Member is of the view that the alleged conduct amounts to conduct of a kind envisaged in [Regulation 1.07](#) of the [Fair Work Act](#) so that it would be unreasonable to continue the employee's attendance at work pending further investigation.
- 359 Any such suspension will be subject to the following conditions:
- a) where suspension without pay occurs at a time when the employee is on paid leave of absence, the employee will continue to receive a salary for the period of leave of absence;
  - b) the employee may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
  - c) the Executive Member may at any time direct that salary be paid on the ground of hardship; and
  - d) where a suspension without pay has been imposed and the matter is subsequently referred for review, the Executive Member will ensure that the Review Committee considers at its first opportunity whether suspension without pay should continue.
- 360 During any period of suspension the employee may be excluded from the University; however, they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- 361 Where an employee has been suspended without pay pending a decision, then any pay withheld will be reimbursed if it is determined that there was no misconduct or serious misconduct. This reimbursement will include the University making the appropriate payment to the relevant superannuation scheme.
- 362 A decision not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.
- Other matters**
- 363 The provisions of clauses 335-364 in no way constrain the University from carrying out other or further investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, e.g. inquiring into the truth of research results.



364 The action of the Vice Chancellor under clauses 335-364 will be final and not subject to further appeal or challenge. However, these clauses do not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

## **PART 11 ACADEMIC STAFF SPECIFIC MATTERS**

### **POSITION CLASSIFICATION STANDARDS**

365 The University's Minimum Standards for Academic Staff at Appendix A set down the levels within each category and describe the broad responsibilities attached to academic staff at different levels for the life of this Agreement. The standards are not exhaustive of all tasks in academic work, which is, by its nature, diverse and multi-skilled and involves an overlap of duties between levels.

### **CASUAL ACADEMIC RATES AND DEFINITIONS**

366 Each of the rates A to S below will be derived using the following formulae:

- Lecturing rate  
Academic Level B Step 2 per annum rate + 25% = \$hourly rate  
$$\frac{\quad}{37.5 \times 52}$$
- Other duties involving full subject coordination or possession of a relevant doctoral qualification  
Academic Level A Step 6 per annum rate + 25% = \$hourly rate  
$$\frac{\quad}{37.5 \times 52}$$
- All other duties  
Academic Level A Step 2 per annum rate + 25% = \$hourly rate  
$$\frac{\quad}{37.5 \times 52}$$

#### **Casual lecturing**

367 A casual academic employee required to provide a lecture (or equivalent delivery in any medium but typically face to face) of a specified duration, and relatedly provide directly associated non-contact duties in the nature of preparation, marking of student work completed during the lecture and student consultation, will be paid at a rate for each hour of lecture delivered according to the rates below. Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

- |        |   |
|--------|---|
| Rate A | Basic lecture consists of one hour of delivery and two hours of associated working time.  |
| Rate B | Developed lecture consists of one hour of delivery and three hours of associated working time.  |
| Rate C | Specialised lecture consists of one hour of delivery and four hours of associated working time.   |
| Rate D | Repeat lecture consists of one hour of delivery and one hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. |

#### **Casual tutoring**

368 A casual academic employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking of student work completed during the tutorial/laboratory session and student consultation will be paid at a rate for each hour of tutorial delivered or presented according to the rates below. Tutorial means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

- |        |  |
|--------|--|
| Rate E | Tutorial (one hour of delivery and two hours of associated working time).  |
| Rate F | Repeat tutorial (one hour of delivery and one hour of associated working time), provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. |
| Rate G | Tutorial (one hour of delivery and two hours of associated working time) in circumstances where full Unit Assessor duties are included as part of normal duties  |

or the employee holds a relevant doctoral qualification.

Rate H Repeat tutorial (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it.

#### **Music accompanying**

369 Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

Rate I Music accompanying (one hour of delivery and one hour of associated working time).

Rate J Music accompanying (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

#### **Undergraduate clinical nurse education**

370 A casual academic employee required to provide undergraduate clinical nurse education with directly associated non-contact duties in the nature of preparation, marking of student work completed during the clinical education and student consultation will be paid at a rate for each hour of clinical nurse education delivered according to rates below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Rate K Normal preparation required (one hour of delivery and one hour of associated working time).

Rate L Little preparation required (one hour of delivery and 0.5 hour of associated working time).

Rate M Normal preparation required (one hour of delivery and one hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

Rate N Little preparation required (one hour of delivery and 0.5 hour of associated working time) in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

#### **Casual marking**

371 Marking of student assessment will be paid on an hourly basis (unless conducted in the lecture, tutorial or demonstration) calculated in accordance with the workload allocation model, according to the following table:

Rate O Marking I – paid when marking and grading student assessment items that do not require a significant exercise of academic judgement.

Rate P Marking II – paid where a significant exercise of academic judgement is required. This rate will be paid when marking assessment items of a unique character or where marking involves the provision of detailed written feedback to students in the absence of a marking guide.

A significant exercise of academic judgement may also include marking involved in advanced-level units such as honours theses, independent study or professional placement or project units.

Rate Q Marking III – paid in circumstances where full Unit assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

Marking or examination of post graduate theses will be paid by honorarium.

#### **Other required academic activities**

372 A casual academic employee required to undertake other academic activities will be paid at a rate for each hour according to the following table:

Rate R Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer and is so performed by the employee, being work in the nature of, but not limited to:

the conduct of practical classes, demonstrations, workshops, student field excursions; the conduct of clinical sessions other than clinical nurse education; the conduct of performance or visual art studio sessions; musical coaching, repertoireship, musical accompanying other than with special educational service; development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with Unit administration; consultation with students; supervision; and attendance at departmental and/or faculty meetings as required.

Rate S Other required academic activities as for Rate R, in circumstances where full Unit Assessor duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

373 Hours allocated and paid for undertaking 'other required academic activities' will take into account the total activity required for that task, which may include directly associated duties such as preparation, set-up, organisation and administration, travel and marking.

374 Casual academic employees will be paid within 22 days of submitting a valid pay claim.

375 Hours allocated to casual academics will align with the University's Academic Workload Framework or, where the Academic Workload Framework is silent, with the schools' practices for continuing and fixed-term academic workload allocation.

376 Heads of Schools have responsibility for the selection of casual employees within their work units, however, where required, the relevant unit assessor will have genuine input into the selection of academic casuals.

377 Unit assessor duties will not be undertaken by casual academic employees except in exceptional circumstances.

378 A casual academic employed to develop teaching and learning materials such as flexible learning resources in print, digital, online or other multimedia will normally be engaged on a Casual Engagement Contract and remunerated accordingly.

379 A casual academic employee required to attend marking moderation meetings will be paid at the applicable hourly rate as stipulated in clause 372.

380 A casual academic employee who is required to work online in order to download student assignments, to upload marked assessment items and/or to enter grades will be paid at the applicable hourly rate as stipulated in clause 372.

381 A casual academic employee who is required to maintain contact with, or answer enquiries from students, whether face-to-face or through a different mode will be paid at the applicable hourly rate as stipulated in clause 372 in accordance with the workload allocation model.

382 A casual academic employee will be entitled to attend whole-of-academic work unit meetings called by the Head of Work Unit and will be paid at the applicable hourly rate as stipulated in clause 372 for attendance.

383 Where a casual academic employee is paid in accordance with the Level A to Level E salary rates set out in Schedule 1 they will be entitled to incremental progression.

384 Casual academic employees who obtain continuing or fixed-term employment with the University at the same academic level as their casual contract will be appointed at no less than the relevant incremental step of their casual contract.

385 Casual academic employees will be able to apply for internally advertised academic positions.

386 Casual academic employees will be able to apply for internal funding opportunities, including grants and professional development funds on the same basis as continuing academic staff.

387 Casual academic employees will be provided with the following resources and facilities during the term of their employment contract:

- a) all requisite teaching and learning materials, equipment and software;

- b) library card;
- c) email account;
- d) network and intranet access;
- e) inclusion in the University's [online staff directory](#); and
- f) guaranteed access to a computer, telephone and desk during scheduled hours.

388 Subject to compliance with the University's security requirements in place at the time, and approval by the Head of School, a casual employee will be provided access to a University email account and library services beyond the term of the employment. Approval will not be unreasonably denied.

389 Reimbursement of costs directly associated with information and communications technology resources used by casual academic employees to undertake approved contracted hours off campus may be negotiated with the relevant Head of Work Unit.

390 Casual academic employees employed to undertake lecturing, tutoring or demonstrating duties of at least one contact hour per week for a complete teaching period, and who have not previously been employed by the University, will be entitled to payment at the 'other academic duties' rate as stipulated in clause 372 to undertake the University's [induction program](#).

#### **Recognition for research publications**

391 Unless agreement has been reached between the University and the casual academic employee on remuneration in respect of producing the relevant work, the University will not:

- a) require a casual academic employee to describe herself or himself as an employee of the University in any publication, or refereed journal article written by that employee, or in connection with any creative work of the employee created during the period of a contract;
- b) list the publication, refereed journal article, or creative work of a casual academic employee in any list, report, or promotional material issued by the University, which contains the publications, journal articles, or creative works of employees of the University; or
- c) include the publication, refereed journal article, or creative work of a casual academic employee in the University's profile for any institutional grants scheme allocations.

392 Where the University is listed as the casual academic author's address, they will qualify for the University's publications bonus or incentive schemes.

393 The University will monitor the level of casual academic employment and will report annually to the Joint Consultative Forum on the proportion of casual academic employees (FTE) as reported to DET.

#### **ACADEMIC DUTIES**

394 The University and its employees are committed to an equitable distribution of academic duties appropriate to the level of appointment, the allocation of work through a consultative and transparent process, and the requirement for all parts of the University to contain expenditure within allocated budgets.

395 The University and its' employees recognise the value of flexibility in workloads formulation in order to take account of the diversity of disciplines, study courses, research and commercial activities, and the complexities and variances of different delivery modes. The University and its employees acknowledge the changing nature of academic work and remain committed to effective and efficient teaching and learning processes that produce quality outcomes for students.

396 Academic workloads are based on 1725 hours a year, which is derived from 46 weeks (52 weeks less four weeks annual leave and two weeks of public holidays and University holidays) multiplied by 37.5 hours per week.

#### **The academic teaching year**

397 The University and its' employees recognise that, in order to remain competitive and successful within the rapidly changing context of higher education provision in the global context, the University may need to effect some changes to the teaching calendar in the academic year.

398 Consultation on the issues relating to the implementation of significant changes to the teaching calendar for the academic year during the term of this Agreement will include the provision of clause 284.

## Academic Workload Framework

399 The University will maintain an Academic Workload Framework. The Academic Workload Framework will:

- a) underpin the allocation and distribution of academic duties and workloads; and
- b) allow for comparative assessments of the extent of duties and workloads for performance review and will be subject to monitoring and annual review by the Academic Workload Committee (AWC).

400 Heads of Schools will have responsibility for:

- a) allocating the duties and workload of academic staff members, through a consultative process;
- b) ensuring the Academic Workload Framework is applied correctly and consistently within the work unit;
- c) ensuring that there is an equitable distribution of work across the work unit; and
- d) ensuring duties and workloads are without risk to health and safety, and do not require academic staff to work excessive or unreasonable hours.

401 The Head of School will ensure that academic staff are consulted about duties and workloads through a collegial process at the local level, and will ensure that a de-identified and accurate record of teaching duties and overall workloads is circulated to all staff of the unit. The Head of School may delegate the process of workload allocation to their nominee, however they bear final responsibility for all workload allocation and academic staff may request to resolve any issues directly with the Head of School.

402 Academic workload profiles will be one of the following:

	<b>Teaching and teaching related duties</b>	<b>Research/Scholarship of teaching</b>	<b>Service</b>
Teaching and Research Academic	60%	30% Research	10%
Teaching Scholar	70%	20% Scholarship of teaching	10%
Research Scholar	20%	70% Research	10%

### **Movement between academic workload profiles**

403 Any movement between the above profiles for individual academic staff members will be negotiated with the Head of School and the employee, and then mutually agreed in writing. Requests to move between profiles should consider issues including:

- a) requirements of the work unit;
- b) past teaching performance and proposed teaching plans (including scholarship of teaching);
- c) past research output and proposed research plans; and/or
- d) the employee's skill set, career aspirations and circumstances.

Any movements between the above profiles will require formal ratification if changes to the academic staff member's contract of employment with the University are necessary. The Head of School and the employee will not unreasonably deny requests for movement between profiles. However, where agreement cannot be reached, the employee will remain on their current profile.

### **Variation of duties within agreed academic workload profiles**

404 Variations within the above profiles for individual staff members may be negotiated between the employee and the Head of School through the annual PRP process. Variations may lead to an increase or decrease in any of the following three categories: teaching and teaching related duties; research/scholarship of teaching; and service. Requests to alter the work percentages of an academic workload profile should consider issues including:

- a) requirements of the work unit;
- b) proposed service level;
- c) past teaching performance and proposed teaching plans (including scholarship of teaching);

- d) past research output and proposed research plans; and/or
- e) the employee's skill set, career aspirations and circumstances.

Any variations will be recorded in writing and may apply for a single year or multiple years. If agreement cannot be reached the academic staff member will remain on their current profile.

**Allocation of work within agreed academic workload profiles**

405 Following negotiation with academic staff, workload duties and allocations for academic staff members will be determined by the Head of School for the coming academic year ensuring that there is an equitable distribution of academic duties and workload appropriate to the level of appointment, circumstances of the employee including skill set, track record, career aspirations and circumstances, and needs of the academic work unit. Where possible, periods of scheduled leave will be mutually agreed upon between the Head of School and the academic staff member during the PRP process.

406 To enable academic staff members to undertake research and scholarship, it is expected that their coursework teaching will normally be confined to any two sessions per year. For staff who teach into a 6 study period annual teaching calendar, coursework teaching will normally be confined to four study periods per year, with two consecutive study periods without any coursework teaching. Academic staff members may, in negotiation with the Head of School, elect to extend their coursework teaching duties to more than two sessions or four study periods in an academic year; such arrangements must be confirmed in writing and be in accordance with the approved activity profile of the academic staff member. However, to allow for the taking of annual leave and provide time for research/scholarship, academic staff members must be provided a minimum of one session or two consecutive study periods without coursework teaching in any consecutive two year period.

407 Equitable allocation of academic duties may take into account:

- a) all scholarly activities;
- b) teaching and teaching related duties;
- c) industry liaison;
- d) University, discipline and community service;
- e) strategic priorities and goals of the University/work unit;
- f) approved and planned initiatives in the work unit (e.g. new programs, major program reviews, changes or additions to modes of delivery or location of delivery);
- g) research student supervision;
- h) administrative duties;
- i) course and unit development and review;
- j) staff developments and professional requirements;
- k) the needs of new teaching staff;
- l) participation in mentoring programs;
- m) the classification level of staff;
- n) the allocation of proportionate workloads for part-time staff;
- o) location, cross campus responsibilities and travel requirements; and
- p) other factors that may be considered relevant to the work unit.

408 Service must be relevant to the University's and work unit's plans and goals. Service activities must be able to be completed within the allocated time. Academic staff members must have genuine input into agreed service activities, which must include an option for service outside their work unit, external to the University, and/or other agreed service activities of mutual benefit to the staff member and the University.

409 Where academic staff have been required to work in excess of, or less than, the workload initially allocated, workloads will be adjusted and will be reconciled during, or at the end of, the calendar year. Any additional work must be agreed upon in writing between the staff member and the Head of School

prior to being undertaken.

- 410 Individual workloads will be adjusted for periods of unscheduled leave greater than five consecutive working days, subject to staff following the requirements of this clause. As soon as possible, an academic staff member who is absent will communicate to the Head School the service and teaching related duties that are due to be completed during the period of unscheduled leave. Where those service or teaching related duties are not completed and the staff member is required to undertake this work upon their return from leave, the time required to complete the work will be added to the staff member's workload. Where research or scholarly output is impacted by significant periods of unscheduled leave, the Head of School will take this into account in any consideration of research or scholarly performance relative to opportunity.
- 411 Where an academic staff member's workload is in excess of, or less than, 1725 hours, these hours will be accounted for and reconciled in the following year's workload allocation, other than where the hours to be accounted for and reconciled are reasonable or minor.
- 412 Heads of Schools will consult with the academic staff member in determining how overload, or underload, hours are to be accounted for and reconciled, and will consider the preferences of the staff member along with the needs of the work unit. The reconciliation of additional hours in the following year's workload may include an agreement for the staff member to not attend for work on one or more individual days in any week, but no more than five consecutive days at any time. The reduction is a reduction in time an employee needs to account for and attend work, but it is not to be considered as a form of leave or any form of additional payment, and as such where unexpected work unit requirements emerge, the Head of organisational work unit may, with no less than two weeks' notice, alter the above arrangements to meet business needs.
- 413 To ensure excess hours are not constantly being carried forward, that work health and safety obligations are fulfilled, ordinarily an academic staff member should not be required to work above load in consecutive years.

#### **Academic workload implementation, monitoring and review**

- 414 The Academic Workload Committee (AWC) will be the University's committee responsible for the implementation, monitoring and review of the Academic Workload Framework. The AWC will meet at least two times per year, or as requested by members of the Committee.
- 415 The AWC will consist of:
- a) A Chair, who will be an Executive Member appointed by the Vice Chancellor;
  - b) The Director, Human Resources or their nominee;
  - c) Three academic representatives chosen by the University;
  - d) Three academic representatives chosen by the NTEU.
- 416 Any concern by an academic employee about the application of the Academic Workload Framework will be raised with the Head of School in writing for clarification or resolution. Where any matter concerning the application of the Academic Workload Framework to an individual staff member remains unresolved it will be escalated, either by the academic staff member or the Head of School, to the chair of the Academic Workload Committee for resolution. The chair of the Academic Workload Committee will consult with both the academic staff member and the Head of School prior to resolving the matter. The academic staff member, the Head of School and the members of the AWC will be notified in writing of the outcome.
- 417 Any concern about the interpretation or consistency of application of the Academic Workload Framework between academic organisational units, or the adequacy of an allocation within the Academic Workload Framework, will be put in writing by the academic staff member/s and forwarded to the chair of the Academic Workload Committee and Director, Human Resources. Where possible those matters will be dealt with, by way of resolution or clarification, at the time they are raised so as not to delay or prolong any perceived inconsistencies. The academic staff member/s will be notified in writing of the outcome.

418 Through the Academic Workload Committee, the University will annually monitor and review the Academic Workload Framework so that it continues to take account of the value of flexibility in workloads, the diversity of disciplines, study courses, research and commercial activities, and the complexities and variances of different delivery modes. The key purpose of this monitoring and review process is to ensure that there are equitable workload allocations within organisation units and across the University.

419 Any changes to the Academic Workload Framework will be the subject of consultation within the Academic Workload Committee. Both NTEU and Management Representatives can raise issues to be considered. The processes and timeframes for changes will ensure that Committee representatives have time to consult with academic staff about any proposed changes.

420 Any changes to the Academic Workload Framework will require ratification by the Vice Chancellor.

## **PART 12 PROFESSIONAL STAFF SPECIFIC MATTERS**

### **CLASSIFICATION**

421 Clauses 421-439 only apply to professional staff.

422 A 10 level single stream classification structure of Higher Education Worker (HEW) will be used for the purpose of classifying professional staff positions.

423 All Professional Staff positions will have a position description that outlines the overall purpose of the position and its overall context within the work unit. It will outline the skills, qualifications and experience required to undertake the role and key responsibilities of the position. It is the intention of the University that position descriptions will be kept up to date.

424 The classification of a position description is based on the qualifications, skills, qualities, abilities and experience required for the position, and knowledge, problem solving, accountability and complexity of the tasks required to perform the key responsibilities of the position, and does not incorporate an assessment of the personal attributes or performance of the occupation of the position.

425 HR Services will classify new and existing positions. A position description, in conjunction with the Professional Staff Secondary Classification Descriptors in Appendix B of the Agreement, will be used as the primary documentation to determine the appropriate classification of a position.

426 Positions will be classified by employees who have been trained in the use of the Professional Staff Classification Descriptors.

427 An employee and their supervisor will discuss the position description at the annual PRP process. Where duties undertaken are different from those duties in the position description, the position description will be updated to reflect the new duties, with any disagreement being subject to the process in clause 429.

428 In addition to clause 427, an employee may meet with their supervisor at any time to discuss and review their position description.

429 Where the employee and supervisor do not agree with changes to the position description, HR Services will request further information from the incumbent, their supervisor and/or Head of Work Unit, and following consultation will finalise the position description.

430 Where there are significant changes to a position description, the position classification level will be reviewed. Either the employee or the Supervisor may apply for the review.

431 The classification will normally be completed within six weeks from the date the approved position description is received by HR Services.

432 HR Services may also:

- a) consider benchmarking to enable comparisons against like positions at the University;
- b) request further information from the applicant/incumbent of the position and their supervisor; and/or
- c) interview the incumbent of the position and their supervisor.

433 Following its assessment, HR Services will make a determination of the classification level and will provide written advice to the employee of the decision. Where a reclassification request has been unsuccessful, the written advice will include the staff member's right to seek a review and the timeframe required to do so.



- 434 If the classification outcome is at a lower classification than the position's current classification, the position will be classified at the new level but the occupant will retain their existing classification while they remain in that position. Where an existing position is reclassified to a higher level, the employee will be paid at the base level of the higher salary level from the date the application was received by the Head of Work Unit.
- 435 The employee may seek a review of the HR Services assessment of the classification of the position which must be notified within 10 working days from when the employee receives advice from HR Services.
- 436 Applications for review should be directed to the Vice President (Finance). The request must be in writing and should set out the reasons for the review.
- 437 A committee, chaired by the Director, Human Resources, will consider applications for review as per clauses 435-436. The committee will comprise:
- a) Two employees, nominated by the Director, Human Resources, who were not involved in the original Classification process;
  - b) One employee nominated by the CPSU; and
  - c) One employee nominated by the NTEU.
- 438 The committee will undertake a review of the position description in accordance with the procedures outlined in clause 425-431, and normally within six weeks of the receipt of the review request.
- 439 The committee will make a recommendation and refer it to the Vice President (Finance) for final approval.
- PROFESSIONAL STAFF WORKLOADS**
- 440 The University is committed to allocating and managing workloads in a consultative, fair and equitable manner, without risk to health and safety, and ensuring supervisors are aware of their responsibilities in managing and monitoring workloads.
- 441 The University and its employees recognise the importance of a balance between working life and family/social responsibilities and circumstances. The University will not make demands of employees that are inconsistent with this principle, such as placing unreasonable expectations on employees that result in working excessive hours.
- 442 Employee workloads will be managed in the context of the responsibilities within the relevant position description, the employee's level of appointment and the requirements of the work unit. Workload issues may be discussed as part of the annual PRP.
- 443 Indicators of unreasonable workload management may include but are not limited to:
- a) an ongoing requirement to work excessive hours;
  - b) sustained and inequitable distribution of tasks within a team or work unit;
  - c) repeated refusal to allow employees to take annual leave or clear flex balance;
  - d) high or changed use of personal leave;
  - e) high staff turnover; or
  - f) decline in staff performance.
- 444 In the first instance, concerns about workload or balance of duties undertaken should be raised by the employee/s with their supervisor for clarification or resolution and then to the Head of Work Unit if the matter remains unresolved.
- 445 The Head of Work Unit will review the workload concern in consultation with the staff member. Issues to consider may include:
- a) actual hours worked;
  - b) changes in staffing levels over time;
  - c) changes in work volume or work requirements;
  - d) leave patterns; or
  - e) staff members' experiences or concerns.
- 446 If an employee remains concerned about workload after raising the matter with their supervisor and the

Head of the Work Unit, the employee may refer the matter in writing to HR Services for review and mediation in a timely manner. The employee will be notified in writing of the outcome.

447 In reviewing workload, the supervisor, the Head of Work Unit and/or HR Services will consider a range of relevant and available information impacting on the function/s required to be performed.

448 If the matter remains unresolved after review by HR Services, the employee may seek redress either under the [Complaint Policy - Staff](#) or the Dispute Resolution Procedures in clauses 575-584.

#### **PROFESSIONAL STAFF CAREER DEVELOPMENT**

449 The University is committed to providing opportunities for professional employees to build their skills and competencies, and to develop their careers to benefit the individual employee and improve University performance.

450 The University will facilitate a supportive environment for career development by:

- a) promoting equitable access to training;
- b) enhancing and supporting skills development; and
- c) providing opportunities, such as secondments and relieving at a higher level, for employees to build skill profiles and develop their careers.

451 The University will continue to offer a scholarship for professional staff to undertake relevant part-time undergraduate studies at Southern Cross University. One undergraduate scholarship will be offered per calendar year through a competitive application process. Continuing support will be subject to satisfactory progress within the course of study.

452 Professional staff undertaking an approved course of study in accordance with the University's policy on study assistance are entitled to receive study leave.

453 To support professional staff in preparing them for their next career step with the University, a separate and central fund specifically for use by professional staff will be made available to support professional development activities.

454 An amount of \$100,000 will be available each calendar year during the life of this Agreement. The fund will support professional staff development activities aligned with the staff member's performance plan and the University goals and priorities.

455 Funds will be allocated through an application process to be facilitated through HR Services at least once per year. Applications will be called for in the first half of the year, and if circumstances require it, a second round may be called for. The University will endeavour to distribute funds equitably for professional staff development activities across all HEW levels.

456 The University will report to JCF following each application round on the number of applications supported by type of support and HEW level.

#### **CASUAL PROFESSIONAL STAFF**

457 The base hourly rate of pay for casual employees will be calculated by dividing the weekly salary of the classification level by 35. An all-inclusive 25% casual loading in lieu of benefits not provided to casual employees, including all leave entitlements, public holidays and penalties, will apply.

458 Approved work in excess of 10 hours on any day or in excess of 35 in any week Friday to Thursday, will attract overtime rates on the base hourly rate. In respect of such overtime, the employee will receive the greater of either overtime rates or the casual loading, but not both.

#### **Casual conversion process**

459 Subject to the clause outlined below, eligible casual employees are entitled to apply for conversion to non-casual employment.

460 To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same, similar or identically classified position in the same work unit over the immediately preceding period of 12 months.

461 For the purposes of clause 460, occasional and short term work performed by the employee in another classification, job or work unit will not:

- a) affect the employee's eligibility for conversion; nor

- b) be included in determining whether the employee meets or does not meet the eligibility requirements.
- 462 For the purposes of clause 460 'work unit' refers to an organisational unit with control over the appointment and deployment of casual professional staff within that unit.
- 463 The University will take reasonable steps to directly inform casual employees of the conversion provisions and how a casual employee can apply.
- 464 The University may only reject an application for conversion on demonstrable reasonable grounds. Matters that may be considered include, but are not limited to:
- a) the employee is a student, or has recently been a student, other than where his/her status as a student is irrelevant to his/her engagement and the work required;
  - b) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks from the date of application;
  - c) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
  - d) the employee does not meet the essential requirements of the position; or
  - e) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 465 For the purposes of this clause, employees who work a limited number of weeks each year, even if those weeks are regular (including persons such as exam invigilators and persons employed to assist in enrolment periods) will be seen as working on an intermittent basis.
- 466 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide to the employee written reasons for rejecting it.
- 467 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with the provisions of this Agreement. The offer of conversion will indicate the hours and pattern of work, subject to due consideration of the work unit's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement.
- 468 Conversion may be to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement with the employee.
- 469 An employee whose application for conversion is rejected will not be entitled to apply again within 12 months, except where:
- a) that rejection is solely based on the ground set out in clause 464 above; and
  - b) that ground ceased to apply.
- 470 An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under clauses 459-470.
- Minimum engagement**
- 471 The minimum period of engagement will be one hour for casual employees employed as follows:
- a) students employed Monday to Friday in teaching weeks;
  - b) educational support staff such as academic readers, notetakers, practical assistants and sign interpreters, engaged to provide assistance to students with a disability; and
  - c) persons with a primary occupation elsewhere.
- 472 All other casual employees will be engaged for a minimum period of three hours, unless mutually agreed between the University and the employee.
- SHIFT PENALTIES AND ALLOWANCES**
- 473 The following shift definitions will apply to all employees other than those working flexitime as defined in clauses 499-517, and the following allowances (shown in brackets) for shift work will be payable in addition to salary:

- a) **day** - means the period from midnight to midnight;
- b) **early morning shift** - any shift commencing before 6.00 am (10%);
- c) **afternoon shift** - any shift finishing after 6.00 pm, and at or before midnight (15%);
- d) **night shift** - any shift finishing subsequent to midnight and at or before 8.00 am (15%);
- e) **night shift non-rotating** - any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle (30%);
- f) shifts worked on Saturday (50%), and Sunday (100%).

#### **OVERTIME**

- 474 An employee classified at HEW 7 and below will receive payment for overtime as defined below. Employees classified at HEW 8 – HEW 10 level will not be eligible for the payment of overtime, but may, with prior approval by the Head of Work Unit, be eligible for Time Off in Lieu of Overtime (TOIL) instead. Where TOIL is approved in lieu of payment of overtime, it should be taken within six months of its accrual. Where the University has not been able to allow the employee to take TOIL within six months of its accrual, overtime will be paid to the employee at the rate applicable at the time of accrual.
- 475 Eligible employees may be required to perform reasonable overtime, and all such work authorised to be performed outside, or in excess of, the ordinary or rostered span of hours on any one day or in any one week, will be deemed to be overtime and will be paid for at the rate of time and a half for the first two hours on any one day, after which double time will be paid.
- 476 For business continuity and other reasons impacting on core University services and operations, employees from relevant work units may be required to work overtime on a regular basis, or at peak times during the year. In such cases, the University will ensure employees do not work unreasonable amounts of overtime as defined in clause 478.
- 477 Wherever practicable, employees will be given 48 hours' notice of the requirement to work overtime. An employee is entitled to refuse the requirement to work overtime if the overtime would be unreasonable having regard to any risk to the employee's health and safety, and the employee's personal circumstances, including any family responsibilities.
- 478 The University does not condone or encourage employees working unreasonable overtime. Unreasonable overtime is defined as working more than 20% of an employee's ordinary hours averaged over three months.
- 479 All overtime worked on Sundays will be paid for at the rate of double time, with a minimum payment of four hours.
- 480 All overtime worked on a public holiday will be paid at two and one half times the ordinary rate, with a minimum payment of four hours.
- 481 Part-time employees who are directed to work in excess of their agreed ordinary hours of duty will be paid in accordance with the overtime rates, or take TOIL, as provided in this Agreement.
- 482 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they do not have at least 10 consecutive hours off duty between those times will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 483 If an employee is directed by the supervisor to resume or continue work without having 10 consecutive hours off duty, then the employee must be paid at the overtime rate until they are released from duty. In these circumstances, the employee is entitled to be absent for 10 consecutive hours without loss of pay for working time occurring during that absence. The provisions of this clause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.
- 484 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 485 An employee who has the permission of the University to work flexible hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week, subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or

to extinguish debts will not attract overtime payments.

486 If an employee works overtime and agrees to take TOIL the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example, four hours overtime worked at double time is equal to eight hours' TOIL payment.

487 If an employee is called back for work after leaving the University they will be paid at the appropriate overtime rate for a minimum of four hours. Each call stands alone. This does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where the overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.

488 If an employee is instructed to report for overtime on a day when they would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three hours overtime at that day's overtime rate.

#### **PUBLIC HOLIDAYS**

489 Where time is worked on a public holiday an employee will, in addition to being paid for the ordinary hours they work, be paid time and a half for the hours worked. However, the extra payment will be instead of any shift allowance otherwise payable.

490 In the case of employees working rostered hours in accordance with clauses 518-549, if a public holiday falls on a rostered day off, the employee will be entitled to an additional day's leave. The leave will be taken at a time convenient to the employee and the University. At the option of the University, and depending on the needs of the workplace, an additional day's pay at the ordinary rate can be offered as an alternative to the additional day's leave.

#### **ALLOWANCE ABSORPTION**

491 In translating the previous job classifications to the single stream classification structure all salary-related allowances, other than Relieving, First Aid, Shift and Licence Allowances, have previously been absorbed into the annual rates of pay applying prior to the operation of this Agreement and therefore will not be the basis of any further payment. Tool allowances will no longer be payable on the basis that the University undertakes to provide all necessary tools.

#### **HOURS OF WORK**

##### **Introduction**

492 Through flexible work attendance arrangements the University aims to assist professional staff in reaching a balance between work and family life.

493 Professional staff employees will work one of the following hours of work arrangements:

- a) ordinary hours in accordance with clauses 496-498; or
- b) flexitime in accordance with clauses 499-517; or
- c) rostered hours in accordance with clauses 518-549.

494 The hours of work arrangement adopted will be in accordance with the needs of the organisational unit as determined by the relevant delegated officer, and will be as a consequence of consultation with the employees so affected.

495 All full-time employees will be entitled to work their daily contract hours on any day Monday to Friday inclusive. A part-time or fractional employee will be entitled to work their contract hours in accordance with their contract of employment, or where not specified, by agreement with their supervisor.

##### **Ordinary hours**

496 Ordinary hours of duty for professional staff employees will be 35 per week, to be worked during the normal hours of operation of the University, between 9.00am to 5.00pm, Monday to Friday inclusive.

497 The normal meal break will be one hour, and an employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.

498 Subject to the availability of work, an employee who has the permission of the relevant delegated officer to work flexible hours may work in excess or outside of the prescribed ordinary hours of work to accumulate flexible working hours credits, or to extinguish debits. Time worked for these purposes will not attract overtime payments.

##### **Flexitime**

### **Definition**

499 Flexitime is a system of attendance whereby individual employees select their starting and finishing times from day to day subject to the concurrence of their Head of Work Unit and the requirements of the organisational unit within which they work.

### **Contract hours**

500 A full-time employee's hours are seven daily and 140 for a four week settlement period. Part-time employee's hours are based on their agreed work hours, calculated over the four week settlement period.

### **Span of hours and hours worked**

501 Unless another 12 hour span of hours is otherwise agreed between the employee and the Head of Work Unit, for employees other than grounds and outdoor staff, flexitime may be worked between the hours of 7am and 7pm, Monday to Friday inclusive. Grounds and outdoor staff will observe a 12 hour span of hours to be worked between 6am and 6pm.

502 The employee may revert to working ordinary hours by consent or at the direction of the University with one months' notice.

### **Hours of attendance**

503 Normally, the period during the span of hours when each employee is required to be on duty, unless on authorised leave, will be between the hours of 9.30am and 3.30pm, Monday to Friday inclusive.

504 An employee may only elect to work up to 10 hours in any one day, subject to the availability of work as determined by the supervisor.

505 An employee must take a 10 hour break between the finishing time of one day and the commencement time of the next day, including during periods of weekend work.

506 An employee may be directed by the Supervisor or Head of Work Unit to work more than 10 hours in any one day as a consequence of:

- a) plant, equipment, network, software or system failure;
- b) an emergency or other condition that if not rectified would compromise the normal functioning of the University and or the safety of staff, students or the public; or
- c) an abnormal peak workload demand.

507 In which case, overtime rates will be paid for those hours worked in excess of seven, unless the agreed hours of work on the day the overtime is worked is more than seven.

### **Meal breaks**

508 The normal meal break will be one hour. The maximum meal break is two and a half hours, and any meal break in excess of one hour will be approved by the employee's supervisor.

509 The minimum meal break will be 30 minutes.

510 An employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.

### **Accumulated flexitime credits or debits**

511 An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit or debit hours carried forward does not exceed 15 hours, except that with prior written approval from the Supervisor or Head of Work Unit an employee may accumulate a maximum of 35 credit hours.

512 The supervisor will make every effort to ensure that an employee is able to take accumulated hours, in accordance with clause 511 within the settlement period.

513 The supervisor will make every effort to ensure that an employee does not consistently or unreasonably forfeit excess credit hours at the conclusion of the settlement period.

514 Where an employee's accumulation of debit hours at the end of a settlement period exceeds 15 hours, such excess hours will be debited against the employee's accrued annual leave, or where the employee has no such leave available, will be taken as leave without pay.

- 515 Where the accumulation of excess credit hours up to the maximum of 35 hours has been approved, such approval will be conditional upon:
- a) a requirement that the employee utilises such flexitime by or during a specified period or date; or
  - b) that the employee will take in excess of one days' flex leave in following settlement periods until the excess hours are exhausted.

516 No payment or reduction in payment shall be made for credits or debits in flexitime hours accrued at the cessation of employment.

#### **Taking flexi-leave**

517 Unless otherwise varied in accordance with clause 515, the flexi-leave entitlement of an employee will be 10 hours in any settlement period, subject to the prior approval of the supervisor as to when the flexi-leave is to be taken.

#### **Rostered hours**

##### **Introduction**

518 The relevant delegated officer will decide, after consultation with the employees involved, whether an employee (one not working in accordance with the flexi-time scheme) will be rostered to work in accordance with either a fixed shift pattern or a rotational shift pattern.

519 Any proposals relating to rostered work which differ from the provisions of clauses 518-549 will be the subject of specific negotiations and agreement between the University and affected employees.

##### **Definitions**

520 A shift roster is a schedule showing how each employee will work their ordinary hours of work within a particular shift pattern.

521 A shift pattern describes the type of shift arrangement in place with particular reference to the duration of the shift.

522 A continuous shift is one which is worked from beginning to end without being broken for reasons other than a meal break.

523 A fixed shift pattern is one where the shift roster sets the same commencing and finishing hours for each shift to be worked on the same days each week throughout the shift roster.

524 A rotational shift pattern is one where the shift roster sets different commencing and finishing times for the various shifts to be worked, and/or different days each week, throughout a roster.

525 A week in respect of rostered hours is a period of seven days, Monday to Sunday inclusive.

526 An annual allowance in lieu of shift penalties/allowances is calculated by totalling the shift penalties/allowances payable during the course of the year. The annualised amount is then paid in accordance with the payment of annual salary, in fortnightly instalments. This allowance would not be payable during any period of leave other than annual leave as per clauses 232-238.

##### **Hours of work**

527 The hours of work for employees working shifts will be 35 hours per week, averaged over a 12 week period.

528 The hours of work may be worked on any day of the week, subject to the shift patterns as specified in clauses 529-535.

##### **Shift patterns**

529 Shift patterns may be fixed or rotational provided that no roster will be established requiring an employee, including a casual employee, to work a fixed night shift.

530 The standard shift duration to be worked on any day will be a maximum of 10 hours, but by agreement may be extended to a maximum of 12 hours.

531 The minimum shift duration to be worked on any day will be four hours.

532 Subject to the variation of the maximum shift duration in accordance with clause 530, no employee will be required to work more than four 10 hour shifts in any one week.

533 No employee will be required to work more than five 4-8 hour shifts in any one week.

534 There will be a minimum 10 hour break between concluding one shift and commencing the next shift. In those instances where an employee is directed to resume duty without having taken a 10 hour break between shifts, including a situation where the employee did not have a 10 hour break because they were required to work overtime at the end of the preceding shift, then the employee will be paid at overtime rates until such time as a 10 hour break is allowed.

535 There will be no broken shifts.

**Notice of shift changes**

536 A minimum seven days' notice will be given to an employee when that employee is directed to work a different shift than that which is set down in the current shift roster.

537 Where a change in shift pattern is being considered, the University will consult with employees regarding the proposed changes. A minimum of 28 days' notice will be given to the affected employees prior to the implementation of a new shift pattern.

538 The implementation of a new shift pattern will take place only at the conclusion of a regular cycle within the shift pattern in operation.

539 The minimum notice periods required under clauses 536 and 537 will not apply where an employee is absent from duty on account of illness, or on account of an emergency, and the roster or shift pattern is changed so as to enable the normal function of the University to be continued.

**Shift and penalty rates**

540 An employee rostered to work shifts will be paid shift penalties in accordance with clause 473 of this Agreement.

541 Employees, other than casual employees, working a seven day rotational shift pattern may, with the concurrence of the parties to this Agreement, be paid the fortnightly equivalent of an annual allowance in lieu of those shift penalties and allowances payable under clause 473 which are applicable throughout the roster cycle in place under that particular shift pattern.

542 Casual employees working a particular shift will be paid the shift penalties appropriate to that shift in accordance with clause 473.

543 Shift penalty rates, including any annual allowance in lieu of shift penalties payable under clause 541, will not apply to any period of leave, except where such penalties or annual allowance are paid as a leave loading payment under clauses 232-238.

**Time off**

544 No employee will be rostered off duty for more than a maximum of 14 days, excluding normal leave, per 28 day cycle.

545 An employee will be rostered off duty for a minimum of eight days per 28 day cycle.

**Overtime**

546 In respect of employees working shifts (other than casual employees), overtime will be defined as any time that an employee is directed to work outside the current shift roster.

547 In respect of casual employees participating in a rotating shift roster, overtime will be defined as any time that a casual employee is directed to work in excess of seven hours on any day.

548 Every reasonable effort should be made to keep overtime to a minimum.

549 Overtime payments will be calculated on the ordinary hourly rate of pay for the particular employee.

**PART 13: TERMINATION OF EMPLOYMENT**

550 All decisions by the University to terminate the employment of an employee covered by this Agreement must be made in accordance with the relevant provisions of this Agreement.

551 Procedural fairness and natural justice will apply and those involved in any disciplinary action or complaint process have a duty not to be affected by favouritism, bias or conflict of interest and must act fairly and impartially.

**NOTICE PERIODS**

552 Within the provisions of this Agreement, in matters relating to termination of employment, either the University or the employee must give notice in accordance with the following table:



Professional Staff      Four weeks

Academic Staff          Three months

553            The notice period required to be given by the University will be increased by one week if the employee is over 45 years old and has completed two years continuous service with the University.

554            At the request of the employee, a reduction in the notice periods outlined at clause 552 may be approved by the relevant delegated officer.

555            Where the University terminates an employee, payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the required notice period, the University will pay out the remainder of the notice period.

556            If an employee fails to give notice, the University has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

557            In calculating any payment instead of notice, the rate of pay an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

**Time off during notice period**

558            Where the University has given an employee notice of termination, the employee will be allowed up to one day off per week without loss of pay to seek other employment. The time off will be taken at times that are convenient to the University after consultation with the University.

**Employees exempted**

559            Clauses 552-558 will not apply where the University terminates an employee on the grounds of serious misconduct, under probation, or to casual employees, apprentices, or employees engaged on a fixed-term appointment, or for separations on the grounds of redundancy or voluntary separation, or on the grounds of ill health, or where an employee becomes eligible for Total and Permanent Disablement Benefit through the relevant superannuation fund.

**ABANDONMENT OF EMPLOYMENT**

560            Where an employee is absent from duty for a continuous period of five working days without advice to the supervisor or the approval of the University, or without apparent good cause, the University will send a certified letter to the employee's last known mailing address asking the employee to inform the University of the reasons for the unauthorised absence from duty. A copy of the letter will be sent to known email addresses of the employee.

561            The University may send a certified letter to the employee's last known mailing address before the expiration of the five days of the initial unauthorised absence if the University suspects that an employee has abandoned their employment.

562            If there is no response to the University's letter within 10 working days, the employee will be suspended without pay. This will take effect from the close of business on the last day the employee actually attended work or was on approved leave or was absent on duty.

563            If the employee does not establish to the satisfaction of the Vice Chancellor that the employee was absent for reasonable cause or if the employee did not respond within 20 working days, the Vice Chancellor may terminate the employment.

**ILL HEALTH TERMINATION**

564            The University may require an employee whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical specialist chosen by the University at the expense of the University. The University will provide the employee with written notice that a medical examination is required within two months of the date the notice is given.

565            Where the employee applies to UniSuper, prior to the expiry of the period of notice, for a permanent disablement or temporary incapacity benefit the requirement for a medical examination will lapse, and no further action will be taken by the University pursuant to this clause subject to clause 571.

566            A copy of the medical report made by the medical specialist will be made available to the University and to the employee.

567            If the medical examination reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within 12 months, the Vice Chancellor may terminate the employment of the

employee with four weeks' notice.

568 Within 10 working days of the receipt of the medical report, the employee, or their representative, may request confirmation of the findings of the medical report via an alternative medical specialist nominated by the employee and agreed to by the University.

569 Where the second report states the employee has the capacity to perform the duties of their position and will do so within 12 months, the University will discontinue action in accordance with this clause.

570 If the employee does not return to work within 12 months of the date of the second report, or they return to work and the University continues to have doubts about their capacity to perform the duties of their position, the University may recommence proceedings in accordance with clause 564 not less than 12 months following the discontinuation of the prior action.

571 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice Chancellor elects to continue with this process, the Vice Chancellor may proceed in accordance with these ill-health termination provisions.

572 Where the superannuation fund decides that an employee is unable to perform their duties and accepts an employee's application for Total and Permanent Disablement Benefit, the University will terminate employment in accordance with the advice received from the superannuation fund, or offer the employee the opportunity to resign or retire.

573 Where an employee refuses to undergo a medical examination within two months of the written notification to do so, the University may reasonably conclude that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, and may terminate employment in accordance with clause 567.

574 A refusal by an employee in these circumstances will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

#### **PART 14 DISPUTE RESOLUTION PROCEDURES**

575 Where a dispute arises over the application of any provision contained in this Agreement or the [National Employment Standards](#) the following procedures will apply.

576 A dispute must affect a University employee or group of University employees and, in the first instance, may be raised by an employee, an official of the relevant Union or the University.

577 Where appropriate the parties will attempt to resolve the matter at the work unit level prior to formalising a dispute

578 The formal dispute notice must:

- a) be in writing; and
- b) state that notification of the dispute is being made in accordance with this clause; and
- c) make reference to the clause(s) of the Agreement and/or National Employment Standards that have given rise to the dispute; and
- d) clearly state the nature and circumstances of the dispute.

579 Where the University considers there is insufficient information to understand the reasons for the dispute, or requires clarification of the dispute, the University may request further information.

580 The employee, and/or their representative, who may be an employee of the University or an official of the relevant union, will meet with the Director, Human Resources, or nominee/s, to discuss the dispute and attempt to reach written agreement, subject to ratification by each party to the dispute. The University may also include the appropriate Executive Member at this level of the dispute.

581 Where the appropriate Executive Member is not a party to the meeting in clause 580 and where a dispute is not resolved through the processes described above, at the request of either party to the dispute, the matter will be referred to an appropriate member of the University Executive. The member of Executive may agree to meet with the employee, their representative (where chosen) and the Director, Human Resources or nominee to try to resolve the matter within 10 working days. Should the Executive Member not agree, or not be able, to meet with the parties, the Executive Member will advise all parties in writing. Any resolution will be in the form of a written agreement.

582 Once the processes in 580 and 581 have been exhausted, either party to the dispute may inform the other party in writing that they believe that all appropriate internal steps have been completed. Should this happen, either party may refer the matter to the Fair Work Commission (“FWC”). Such referral must occur within 20 days of the written notification, unless an extended time frame has been agreed to in writing. The FWC may settle the dispute by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

583 A decision of the FWC will bind the parties to the dispute, subject to either party exercising any right of appeal against a FWC decision to the Full Bench of the FWC.

584 Until the relevant procedures described in the above subclauses have been completed, work will continue in the normal manner, no industrial action will be taken by the parties to this Agreement, and parties to this Agreement will not change work, staffing or the organisation of work if such is the subject of the dispute, or take any other action likely to exacerbate the dispute.

#### **GRIEVANCES**

585 Employees may notify a grievance against an employee, or in relation to a perceived unfair decision or treatment affecting their employment, or for harassment, bullying or discrimination in accordance with policy.

586 Employees have the right to have their complaint dealt with fairly, constructively, expeditiously, confidentially and through the application of the principles of procedural fairness without reprisal. To assist in reaching a mutually agreeable solution, parties to the grievance will be provided with all relevant information and will have the right to be heard.

587 Employees may seek assistance from, and may be accompanied by, an employee representative at any stage of the process.

588 As far as possible grievances should be resolved informally at the level at which they arise or as close to the source as possible.

589 Information on complaint procedures and handling will be provided to University employees.

#### **PART 15 WORKPLACE HEALTH AND SAFETY**

590 In matters relating to workplace health and safety, the University accepts its responsibility under relevant legislation and requires employees to act responsibly and to comply with statutory requirements.

##### **Clothing and safety equipment**

591 Where the University requires an employee to wear a uniform or protective clothing as part of their employment, the University will provide the uniform or protective clothing required.

592 The University will supply safety equipment as required under relevant legislation.

593 Employees provided with items of clothing or safety equipment will be required to wear or use the items whilst performing the duties for which the clothing or safety equipment is supplied.

##### **Compensation for loss or damage to personal property**

594 Where an employee is not entitled to damages under Worker’s Compensation legislation, the University will compensate an employee for damage sustained to personal property in the course of their employment where the damage occurs:

- a) due to the negligence of the University or another employee in the execution of their duties; or
- b) by a defect in the University’s materials or equipment; or
- c) where an employee has protected or attempted to protect the University’s property from loss or damage.

##### **Medical examination and immunisation expenses**

595 Where, in the course of their employment, an employee has engaged in duties associated with infectious or contagious material or infected animals, or is engaged in work that makes the employee more than usually liable to contract any infectious disease, or has worked continually with toxic substances, the employee will be reimbursed the cost reasonably incurred in obtaining regular medical examinations and reports and immunisation against infectious diseases.

596 This provision will not apply where the University offers and provides the opportunity for medical

examination and/or immunisation of the employee without cost to the employee. An employee will be provided with a copy of the reports of such medical examinations upon request.

#### **UNIVERSITY RELATED TRAVEL**

597 The University is committed to promoting the safety of employees by actively supporting responsible decision-making and safe driving practices in relation to travel for work.

598 The University will advise Heads of Work Units and supervisors of their responsibilities under the [Driving Safety Policy](#) and will encourage the use of technological facilities, where appropriate, as an alternative to inter-campus travel.

### **PART 16 MISCELLANEOUS**

#### **INTELLECTUAL FREEDOM**

599 The University recognises that intellectual and academic freedom is an inherent right that comes with responsibility and is integral to the proper conduct of teaching, research and other scholarly activity and staff employed by the University have the right to:

- a) pursue critical and open inquiry;
- b) participate in public debates and express opinions about their discipline or profession, general social issues and higher education issues;
- c) participate in decision making processes within the University via appropriate representation on University committees;
- d) participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation; and
- e) undertake all aspects of their role without fear of harassment, bullying, intimidation or unfair treatment.

600 An employee can declare their affiliation with the University in making a public comment relevant to their area of expertise.

601 All employees have the right to express unpopular or controversial views but this does not mean that they have a right to defame or slander, harass, vilify, bully or intimidate those who disagree with their views.

602 Intellectual Freedom rights are linked to the responsibilities of employees to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely, and as institutions which must be accountable for their expenditure of public money.

603 Intellectual Freedom rights are also linked to the responsibilities of employees outlined in the University's [Code of Conduct](#).

604 The University reserves the right to issue a public statement rejecting an employee's statements and public comments.

#### **ENVIRONMENTAL SUSTAINABILITY**

605 The University and its employees agree to work through the SCU Sustainability Policy Advisory (SuPA) Group or equivalent. The Policy Advisory Group will include one employee nominated by the President of the CPSU and one employee nominated by the President of the NTEU.

606 The Policy Advisory Group will contribute to:

- a) the integration of environmental sustainability considerations into relevant University policies;
- b) planning for environmental audits of the University and its work units that will include the participation of staff; and
- c) targets for the University's carbon emission, water and energy consumption levels.

607 Employees will not be disadvantaged by raising matters relating to waste, pollution or environmental management to the Advisory Group, or in the event of a particular grievance, through the [Complaints Policy - Staff](#).

#### **UNION RESOURCES**

608 The University will provide each union with:

- a) an office on the Lismore campus;
  - b) access to a University notice board for posting authorised notices;
  - c) access to the University's telephone system on a user pays basis, internal mail system and a University email account; and
  - d) payroll deductions for union fees.
- 609 The use by unions of University email and telephone systems is subject to the [Computing Conditions of Use Policy](#) and [Code of Conduct](#).
- 610 The University will include information about union membership on the University's [staff induction program](#).
- 611 Each union may, with the provision of notice in advance, hold meetings of members on the premises of the University in accordance with the University's [Timetable Policy](#). Union meetings will ordinarily be held during meal or other work breaks and may only be held during working hours if agreed in advance between the union and the University.
- 612 The University will grant accredited union representatives leave with pay to attend union training and external union meetings of up to five days per year. Approval for such leave will be subject to the needs of the relevant organisational unit.
- 613 Employees who have been appointed by a union to be a union representative will be given reasonable time off during working hours for the conduct of essential union affairs. No employee will be disadvantaged as a result of their involvement in union activities conducted in accordance with responsibilities incurred as a result of implementation of this Agreement.

**PART 17 FLEXIBILITY**

- 614 The University and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this agreement as detailed below.
- 615 Employees may choose to defer a percentage of their salary over a specified period of time and be paid that deferred salary during a specified period of leave. Unless otherwise approved, the period of deferred salary leave would be proportionate to the percentage of total salary that was deferred and the period over which it was deferred.
- 616 The University must ensure that the individual flexibility arrangement:
- a) is in writing;
  - b) includes the name of the University and the employee;
  - c) is signed by the University and the employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
  - d) includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied; and
  - e) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - f) states the day on which the arrangement commences.
- 617 The University must ensure that the terms of any individual flexibility arrangement:
- a) are about permitted matters under [section 172 of the Fair Work Act 2009](#);
  - b) are not unlawful terms under [section 194 of the Fair Work Act 2009](#);
  - c) results in the employee being better off overall than he or she would be if no arrangement was made.
- 618 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 619 The University or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing, at any time.



SCHEDULE 1: ACADEMIC SALARIES

Level/ Title	Year	\$500 increase to base salaries from first full pay on or after 30 Jan 2019	1.4% Increase from first full pay on or after 30 June 2019	1.4% Increase from first full pay on or after 30 June 2020	1.4% increase plus \$500 increase to base salaries from first full pay on or after 30 June 2021
Level A	1	68,319	69,275	70,245	71,728
	2	72,133	73,143	74,167	75,705
	3	75,937	77,000	78,078	79,671
	4	79,757	80,874	82,006	83,654
	5	82,855	84,015	85,191	86,884
	6	85,952	87,155	88,375	90,112
	7	89,048	90,295	91,559	93,341
	8	92,150	93,440	94,748	96,574
Level B	1	96,916	98,273	99,649	101,544
	2	100,488	101,895	103,322	105,269
	3	104,060	105,517	106,994	108,992
	4	107,642	109,149	110,677	112,726
	5	111,209	112,766	114,345	116,446
	6	114,790	116,397	118,027	120,179
Level C	1	118,359	120,016	121,696	123,900
	2	121,938	123,645	125,376	127,631
	3	125,506	127,263	129,045	131,352
	4	129,083	130,890	132,722	135,080
	5	132,655	134,512	136,395	138,805
	6	136,229	138,136	140,070	142,531
Level D	1	142,189	144,180	146,199	148,746
	2	146,950	149,007	151,093	153,708
	3	151,717	153,841	155,995	158,679
	4	156,489	158,680	160,902	163,655
Level E	1	182,700	185,258	187,852	190,982

SCHEDULE 2: PROFESSIONAL STAFF SALARIES

HEW Level	Year	\$500 increase to base salaries from first full pay on or after 30 Jan 2019	1.4% Increase from first full pay on or after 30 June 2019	1.4% Increase from first full pay on or after 30 June 2020	1.4% increase plus \$500 increase to base salaries from first full pay on or after 30 June 2021
1	1	48,229	48,904	49,589	50,783
	2	49,289	49,979	50,679	51,889
	3	50,346	51,051	51,766	52,991
	4	51,388	52,107	52,836	54,076
2	1	52,465	53,200	53,945	55,200
	2	53,528	54,277	55,037	56,308
	3	54,589	55,353	56,128	57,414
	4	55,648	56,427	57,217	58,518
3	1	57,236	58,037	58,850	60,174
	2	58,826	59,650	60,485	61,832
	3	60,951	61,804	62,669	64,046
	4	62,540	63,416	64,304	65,704
4	1	63,594	64,484	65,387	66,802
	2	65,184	66,097	67,022	68,460
	3	66,770	67,705	68,653	70,114
	4	68,363	69,320	70,290	71,774
5	1	70,484	71,471	72,472	73,987
	2	73,131	74,155	75,193	76,746
	3	75,783	76,844	77,920	79,511
	4	78,431	79,529	80,642	82,271
6	1	81,084	82,219	83,370	85,037
	2	83,734	84,906	86,095	87,800
	3	86,380	87,589	88,815	90,558
	4	89,025	90,271	91,535	93,316
7	1	91,682	92,966	94,268	96,088
	2	94,331	95,652	96,991	98,849
	3	96,983	98,341	99,718	101,614
	4	99,633	101,028	102,442	104,376
8	1	102,278	103,710	105,162	107,134
	2	105,342	106,817	108,312	110,328
	3	107,577	109,083	110,610	112,659
	4	110,223	111,766	113,331	115,418
	5	112,877	114,457	116,059	118,184
9	1	113,936	115,531	117,148	119,288
	2	115,523	117,140	118,780	120,943
	3	117,651	119,298	120,968	123,162
	4	119,495	121,168	122,864	125,084
10	1	120,819	122,510	124,225	126,464
	2	126,124	127,890	129,680	131,996
	3	128,778	130,581	132,409	134,763
	4	131,432	133,272	135,138	137,530
	5	134,076	135,953	137,856	140,286
	6	136,727	138,641	140,582	143,050



SCHEDULE 3: CASUAL ACADEMIC RATES OF PAY

**Casual Academic Salary Increases (Hourly Rates)**

Casual	Rate	Code	\$500 increase to base salaries from first full pay on or after 30 Jan 2019	1.4% Increase from first full pay on or after 30 June 2019	1.4% Increase from first full pay on or after 30 June 2020	1.4% increase plus \$500 increase to base salaries from first full pay on or after 30 June 2021
Lecturer	A	LECB	193.23	195.93	198.72	202.44
	B	LECD	257.64	261.24	264.96	269.92
	C	LECS	322.05	326.55	331.20	337.40
	D	LECR	128.82	130.62	132.48	134.96
Tutor	E	TUT	138.72	140.67	142.62	145.59
	F	TUTR	92.48	93.78	95.08	97.06
	G	TUT2*	165.30	167.58	169.95	173.28
	H	TUTR2*	110.20	111.72	113.30	115.52
Music Accompanying	I	MUS	92.48	93.78	95.08	97.06
	J	MUS2*	110.20	111.72	113.30	115.52
Clinical Nurse Education	K	CNE	92.48	93.78	95.08	97.06
	L	CNEL	69.36	70.34	71.31	72.80
	M	CNE2*	110.20	111.72	113.30	115.52
	N	CNEL2*	82.65	83.79	84.98	86.64
Marking	O	MAR I	46.24	46.89	47.54	48.53
	P	MAR II	46.24	46.89	47.54	48.53
	Q	MAR III*	55.10	55.86	56.65	57.76
		Marking or examination of postgraduate thesis to be paid by honorarium				
Other Academic Activity	R	OTH	46.24	46.89	47.54	48.53
	S	OTH2*	55.10	55.86	56.65	57.76

SCHEDULE 4: CASUAL INDIGENOUS STUDY SUPPORT OFFICER RATES OF PAY

**Casual Indigenous Study Support Officer Increases (Hourly Rates)**

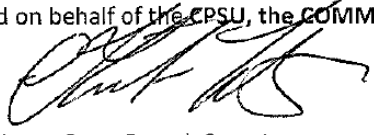
Casual	\$500 increase to base salaries from first full pay on or after 30 Jan 2019	1.4% Increase from first full pay on or after 30 June 2019	1.4% Increase from first full pay on or after 30 June 2020	1.4% increase plus \$500 increase to base salaries from first full pay on or after 30 June 2021
Indigenous Study Support Officer – Individual Support	46.24	46.89	47.54	48.53
Indigenous Study Support Officer – Individual Support (where the employee holds a PhD)	46.79	47.45	48.10	49.11
Indigenous Study Support Officer –Group Support	55.10	55.86	56.65	57.76

**SOUTHERN CROSS UNIVERSITY ENTERPRISE AGREEMENT 2018**

**SIGNATURE PAGE**

Signed for and on behalf of the **CPSU, the COMMUNITY AND PUBLIC SECTOR UNION**

Signature:



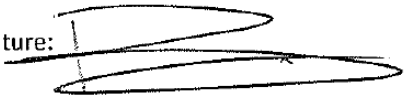
Print Name: Stewart Little

Authority to sign: State Branch Secretary

Date: 24.9.18

Address: 160 Clarence St, Sydney NSW 2000

Witness signature:



Witness name: Blake Stephens

Signed for and on behalf of **SOUTHERN CROSS UNIVERSITY**

Signature:



Print Name: Professor Adam Shoemaker

Authority to sign: Vice Chancellor and President

Date: 24 September 2018

Address: Military Road, Lismore NSW 2480

Witness signature:



Witness name: Cameron Johnson

Signed for and on behalf of the **NATIONAL TERTIARY EDUCATION INDUSTRY UNION**

Signature:



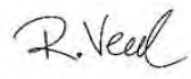
Print Name: Grahame McCulloch

Authority to sign: General Secretary

Date: 19 September 2018

Address: Level 1, 120 Clarendon Street, South Melbourne VIC 3205

Witness signature:



Witness name: Renee Veal

## **Appendix A**

### **MINIMUM STANDARDS FOR ACADEMIC STAFF**

Academic work at Southern Cross University is based on a flexible and individually negotiated framework encompassing scholarship and service. Scholarship is categorised as scholarship of discovery, scholarship of integration, scholarship of application and scholarship of teaching. An academic can negotiate or be appointed to a work activity profile that encompasses one or more of the scholarship categories plus service.

The academic levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

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

The following minimum standards for academic levels (MSAL), inclusive of creative disciplines, will not be used as a basis for claims for reclassification:

#### **Level A**

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in one or more categories of scholarship with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will be required to contribute to one or more categories of scholarship at Southern Cross University, at a level appropriate to the skills and experience of the employee, and/or engage in professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at Southern Cross University. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

A Level A academic will typically conduct scholarship activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree. A Level A academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the academic gains skills and experience. Depending on their qualifications, a Level A academic may supervise research students and may publish the results of research conducted as sole author or in collaboration. He or she will undertake administration primary relating to his or her activities at Southern Cross University.

#### **Level B**

A Level B academic will be required to engage in one or more categories of scholarship on an independent or team basis in his or her discipline or related area. A Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

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

A Level B academic may be required to supervise postgraduate research students or projects. A Level B academic would normally have experience in scholarship activities, which have resulted in publications in refereed journals or other demonstrated scholarship activities.



**Level C**

A Level C academic will make a significant contribution to the discipline at the national level. In one or more categories of scholarship he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will make a significant contribution to the scholarship and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honour and postgraduate level. He or she will play a major role or provide a significant degree of leadership in scholarship 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 Southern Cross University.

A Level C academic will make independent and original contributions to one or more categories of scholarship, which have a significant impact on his or her field of expertise. The work of the academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarship activities. A Level C academic will normally provide leadership in research training and supervision.

**Level D**

A Level D academic will make an outstanding contribution to one or more categories of scholarship and the 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 Southern Cross University and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship in his or her discipline.

A Level D academic will make major original and innovative contributions to his or her field of study, which are recognised as outstanding nationally or internationally. A Level D academic will play an outstanding role within Southern Cross University, discipline and/or profession in fostering the scholarship activities of others, which may include research training.

**Level E**

A Level E academic will provide leadership and foster excellence in one or more categories of scholarship and policy development in the academic discipline within Southern Cross University and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her 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 in his or her discipline. He or she will make a commensurate contribution to the work of Southern Cross University.

A Level E academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of scholarship, which is demonstrated by sustained and distinguished performance. A Level E academic will provide leadership in his or her field of scholarship within Southern Cross University, discipline and/or profession and within the scholarly and/or general community, which may include fostering excellence in research, research policy and research training.

Appendix B

## SOUTHERN CROSS UNIVERSITY

Professional Staff Secondary Classification Descriptors

## INSTRUCTIONS FOR USING THE CLASSIFICATION DESCRIPTIONS

These descriptors present the classification standards used at Southern Cross University for determining the classification of positions.

The classification dimensions covering

- task level,
- judgement and problem solving, and
- organisational relationships and impact

2. These descriptors are designed to be used as follows:

- (i) each position should be privately reviewed and rated by each committee member. Committee members should then compare their assessments, discuss the reasons for any variations between the ratings given by different committee members and then seek to reach an agreed rating of the position,
- (ii) a position should be rated against each of the five generic dimensions: training; task; judgement and problem solving; supervision and independence; and organisational relationships and impact,
- (iii) the ratings given should be recorded on the classification work sheet. Committee members should also record any aspects of the position description
  - which need to be checked or clarified with the job holder or their supervisor before a decision is made, and or
  - which particularly influenced the classification allocated,
- (iv) the content of a descriptor for one dimension should be read in its horizontal and vertical context - against the descriptors above, below and across from it. For example, if it is accepted that a position requires a degree, then the task level for that position would on the face of it require some conceptual understanding, otherwise why is a degree level of knowledge required to perform the duties of the position,
- (v) a position should be rated at the level of best fit for each dimension. When ascertaining the level of best fit, committee members should ensure that they read the descriptor as a whole (also see point 4 below) and review the definitions at least one level above and below the level of their initial match, and
- (vi) where the ratings for a position vary across the different dimensions, then the classification of the position should normally be based on the average of the different dimension scores. In particular, the overall classification should not be determined on the score ascribed to any one dimension, unless
  - (a) the position requires a degree level of training, in which case it will be classified at level 5 or above, or
  - (b) the position requires an associate diploma level of training, in which case it will be classified at level 4 or above.

3. The Training Level descriptor defines the level of training that will typically be required by jobs at each classification level. When using this descriptor it is very important to keep the following points in mind:

- (i) the descriptor defines the level of knowledge required for positions at each level, not the level of education, training or experience possessed by the job holder,
- (ii) the descriptor, at each level, provides some examples of the levels and combinations of education, training and experience which apply at that level. These are, however, only examples, against which other combinations can be tested for equivalence,
- (iii) assessing equivalence should take into account different levels of education, training and experience, and different combinations of each of these factors. Relevant experience may well, for example, be held to be equivalent to formal qualifications, depending on the position involved,
- (iv) references to qualifications, and the relativities on which the 10 level structure is based, rely on the definitions for different types of qualifications provided at page 2 of the descriptors. These definitions must be used when applying the descriptors.

4. The descriptors commonly specify a number of requirements, followed by some other conditions which may apply. For example, "Judgement and Problem Solving", at level 5, states "Will be expected to exercise initiative....may make regular operational decisions...". The optional criteria are not a substitute for the required criteria. The optional criteria will, however, assist in clarifying the placement of a position by either:

- (i) capturing an aspect of the position being reviewed, or
- (ii) by providing a guide to what can be expected, as a basis for assessing equivalence. For example, a position may not use word processing software ("Task" descriptor, level 3), but it may do something which the committee believes is equivalent to that task.

5. When classifying a position, the following classification rules should be adhered to:

- (i) Before attempting to rate a position, classification committee members should carefully review the full position description. The rating given on each dimension of the descriptors will rely on the committee members' understanding of the whole job. Where information about the job which is not contained in the position description is being used, care should be taken to ensure that additional information is correct and that it is shared equally between committee members.
- (ii) the classification should be **wholly** based on the criteria contained in these descriptors. It should **not** be based on such criteria as the content of previous obsolete position classification standards, the current classification of the position, the gender of the occupant or preconceived notions about the work value of or market rates for particular jobs, skills or occupations,
- (iii) when interpreting the classification criteria, the committee may compare one position to another, to assist in establishing relativities and ensuring consistent interpretation of the criteria. **However, such comparisons should only be made between positions which have been classified using these criteria,**
- (iv) the classification should be based on the duties, responsibilities and knowledge requirements of the position described in the position description. It should not be influenced by the performance of the job holder,
- (v) the classification should relate to the position being reviewed. It should not incorporate other positions the job holder might work in from time to time,
- (vi) a critical reading of the position description should take into account the different ways that the same set of duties can be described. It is important to ensure that it is the position which is being classified, not the capacity of the job holder or the interviewer to present the position, and
- (vii) the classification should be based on the whole job. It is important to take each aspect of the position into account, rather than basing the classification of the position on only one aspect of the job. In particular, many positions contain duties which are at varying levels of complexity and responsibility. It would be perverse to base the classification decision on the less complex part of the job; equally care should be taken not to be overly influenced by a complex but relatively unimportant aspect of the position. All knowledge and responsibilities which are integral or critical to the structure of the position should be fully taken into account in the classification outcome.

## CHART ONE

## Training Level or Qualifications and Task Level

These two dimensions cover the type and duration of training which the duties of the classification level typically require for effective performance and the level at which staff apply the required level of training. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures. Task level should provide an explanation of the stated level of qualification, training or experience for the job concerned. Hence, training level and task level should normally be scored within one level of each other. Where different scores are obtained, the evaluation decision should be reviewed. Where a difference remains, the position description may require review; in particular to check that qualification requirements have not been under or over stated.

## Classification Descriptors, by Dimension



Qualification definitions

Year 12	Completion of Year 12 of secondary school.	Trade Certificate	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade Certificate	A course of study over and above and augmenting a trade certificate and less than an advanced certificate.	Advanced certificate	A one year full time post-Year 12 or post-trade certificate course (or a two year full time course without Year 12).
Certificate	A one to two year full time or four year part time course, without a Year 12 prerequisite.	Associate diploma	A two year full time or four year part time course with a Year 12 prerequisite.
Degree	A recognised degree or three year full time diploma from a tertiary institution. The degree may take between 3 and 5 years to complete on a full time basis, and may be combined with a graduate certificate or diploma.	Higher degree	A recognised Masters Degree or Doctoral Award (for the purposes of these descriptors, a post graduate certificate or diploma of up to one years full time study is included in the same category as a degree and is not included in this postgraduate category).

Level	Training Level Descriptor	Task Level Descriptor
Level 1	Perform duties which do not require formal qualifications (as defined above) or work experience prior to engagement. Structured on the job training will be provided to entrants at this level.	<p><i>Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.</i></p> <p>Perform repetitive tasks, covered by instructions and procedures, which usually require less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on the job training.</p>
Level 2	Perform duties at a skill level which requires: # completion of year 12 with nought to 12 months relevant work experience, or # completion of year 10 and 2 to 3 years relevant work experience, or an equivalent alternate combination of relevant knowledge, training and/or experience.	<p><i>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</i></p> <p>Perform a range of similar tasks governed by instructions and procedures. Under instruction, may occasionally perform more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2. Tasks may include menu driven data entry and clerical processing tasks based on adherence to straightforward procedures.</p>
Level 3	Perform duties at a skill level which requires: # completion of a trades certificate, or # completion of Year 12, with at least 1 year's subsequent relevant work experience or further training, or # completion of Year 10 plus a certificate and one years relevant on the job experience, or # completion of an associate diploma with no relevant on the job experience, or an equivalent alternate combination of relevant knowledge, training and/or experience. Staff advancing through this level may perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.	<p><i>Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.</i></p> <p>Perform a variety of tasks, or a single task involving detailed sequential steps, requiring the practical application of acquired skills and knowledge. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures (ie, select the most suitable of a number of possible approaches) and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing or equivalent software or to the application of skills gained through the acquisition of a single trade certificate.</p>
Level 4	Perform duties at a skill level which requires: # completion of an associate diploma level qualification with relevant work related experience	<p><i>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</i></p>

(including experience gained in parallel with undertaking part time study), or  
# completion of a certificate, post-trade certificate or advanced certificate and more than one years subsequent relevant experience, or  
# completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades,  
or an equivalent alternate combination of relevant knowledge, training and/or experience.

#### Level 5

Perform duties at a skill level which requires:

# completion of a degree **without** subsequent relevant work experience, or  
# completion of an associate diploma with a range of experience including at least 2 years **subsequent** relevant work experience, or  
# completion of a certificate, a post-trades certificate or advanced certificate and extensive **subsequent** relevant experience,  
or an equivalent alternate combination of relevant knowledge, training and/or experience.

Perform a variety of tasks which require a sound working knowledge of technical or administrative procedures and an awareness of the main theoretical or policy principles which underlie these procedures. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications, with an extensive knowledge of at least one application, to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills (eg, operation of a word processing package to produce complex layouts, machine set-up or maintenance, guidance to others in the use of a limited range of equipment, application of advanced post trade skills to maintenance tasks) in clerical, trade or operational areas.

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

Perform tasks which require a knowledge of and the standard application of theoretical principles, procedures and techniques at the level of an inexperienced graduate working in their field of expertise. Alternatively, apply a depth or breadth of technical or procedural expertise, which includes an sound appreciation of the advanced technical concepts, or theoretical and/or policy issues involved, in a particular functional area or to a set of related activities. Work will involve the application and interpretation of policies, manuals, procedures or guidelines (for example, the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases). Work may involve facilitating or ensuring compliance with established rules, codes or regulations.

Level 6	Perform duties at a skill level which requires : # a degree with <b>subsequent</b> relevant experience, or # extensive experience, leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, or an equivalent alternate combination of relevant knowledge, training and/or experience.	<i>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</i>
Level 7	Perform duties at a skill level which requires: # a degree with at least 4 years <b>subsequent</b> relevant experience to <b>consolidate and extend</b> the theories and principles learned, or # extensive experience <b>and management expertise</b> , or an equivalent alternate combination of relevant knowledge, training and/or experience.	Perform tasks which are <b>guided</b> by policy, precedent or objectives and, where relevant, by professional standards applied to a range of assignments. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. The line management of one or several closely related areas may be required. In technical positions the investigation of a range of operating and design issues may be a key duty at this level. Staff have some latitude to develop or redefine procedures. In technical and administrative areas, have a depth or breadth of expertise developed through <b>extensive</b> relevant experience and application.  <i>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.</i>
Level 8	Perform duties at a skill level which requires: # a degree with <b>substantial extension</b> of the theories and principles, learned through experience, or # a range of management experience, or # postgraduate qualifications, or progress towards postgraduate qualifications with extensive relevant experience, or an equivalent alternate combination of relevant knowledge, training and/or experience.	Perform tasks requiring the application of substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable interpretation. Tasks will require skills in research, evaluation or interpretation of data. May have operational responsibility for staff delivering significant administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the function concerned to more senior managers. May provide consultancy advice to others. May be recognised within the University as the expert in a specialised area of theoretical, policy or technical complexity.  <i>Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</i>
Level 9	Perform duties at a skill level which requires: # extensive management expertise <b>and</b> supporting experience, or # postgraduate qualifications <b>and</b> extensive relevant experience, or an equivalent alternate combination of relevant knowledge, training and/or experience.	Performs tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to either manage significant programs, or develop, review or evaluate significant policies, programs or initiatives. The development and application of new principles and technology may be required. Duties may span a range of activities in a complex or specialised environment. Expert advice may be provided on a professional or consultancy basis to achieve recognition outside of the University.  <i>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.</i>
Level 10	Perform duties at a skill level which requires : # experience and expertise in the management of <b>significant</b> human and material resources, or # postgraduate qualifications and extensive relevant experience, or # experience and expertise in the provision of strategic policy advice affecting the direction of the University, or an equivalent alternate combination of relevant knowledge, training and/or experience.	Plan, development and review major professional, management or administrative policies. Make a significant high level creative, planning or management contribution. Have a strong impact on the deployment of significant resources.  <i>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.</i>  Conceptualise, develop, review and be accountable for the operation of major professional, management or administrative policies. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources.

## CHART TWO

### Judgement and Problem Solving

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

### Level of Supervision and Independence

This dimension covers both the way in which positions are supervised, managed or held accountable, the degree of independence which applies and the role of the position in supervising or managing other staff, contractors, students or clients.

Supervision is distinguished, under this dimension, from line management and management. Supervision refers to providing day to day guidance, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring. Line management refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff. Management adds to line management the setting of longer term priorities and objectives, the of shaping organisational structures and a greater influence over the size and composition of the resources available.

### Organisational relationships and impact

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, the purposes to which that organisational knowledge may be put, the impact which will result and the communicating, co-ordinating and influencing skills which may be required.

Level	Judgement and Problem Solving	Level of Supervision & Independence	Organisational relationships and impact
Level 1	<p><i>Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.</i></p> <p>Resolve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.</p>	<p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.</p> <p>In the case of experienced staff working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>	<p><i>May provide straightforward information to others on building or service locations.</i></p> <p>Tasks are basically self contained, with the impact of established procedures on other people or work areas being the concern of more senior staff. May provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others.</p>
Level 2	<p><i>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</i></p> <p>Problems encountered are similar and the relevant response is covered by established procedures/instructions. The choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p>	<p>Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p>	<p><i>Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.</i></p> <p>Relay information on requirements or procedures in own work area where interpretation or problem solving is not required, or perform tasks which may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use courtesy and tact in dealing with others.</p>
Level 3	<p><i>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</i></p>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined and the</p>	<p><i>Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</i></p>

Problems encountered are similar, but responses will be based on learned methods, precedent, practices and experience. Initiative and interpretation in the application of procedures may be required. Where the opportunity arises, will make suggestions and develop local *job specific* systems to assist in the completion of allocated tasks. Will exercise some judgement over when to refer matters or seek assistance. Assistance, when required, is available.

Level 4

*In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which 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.*

Standard situations will be encountered for which a range and combination of responses will be available requiring discrimination between alternatives and some understanding of the principles or policies underlying established procedures or systems to guide the choices made. Will contribute to local procedures and systems. May perform tasks, or make *recommendations* for decisions, requiring the interpretation of a set of relatively straightforward rules, guidelines, manuals or technical procedures.

Level 5

*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.*

A range of differing situations will be encountered requiring judgement based on theoretical and technical knowledge. Will be expected to exercise initiative in the application of systems and procedures. May contribute to decision making by applying a thorough knowledge of a complex set of rules, activities or procedures to particular cases, to make recommendations for authorisation by more senior staff. May make regular operational decisions on the provision, availability or deployment of resources and services which impact outside the *immediate* work unit or on clients.

choices made are between a range of straightforward alternatives. Guidance on the approach to non standard, more complex or new circumstances will be provided by others. This is the first level where the supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines. May assist in the provision of on the job training to other staff.

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made which require an understanding of a well defined policy framework and recourse to technical knowledge. May supervise, provide on the job training and assistance to, or co-ordinate others performing a range of tasks within a single work unit, including liaison with staff at higher levels. May undertake stand alone work.

Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Use theoretical and technical knowledge to interpret procedures (provided that in some positions, a lesser degree of independence may apply as part of a development program prior to professional admission). May supervise staff and have some responsibility for the day to day operation of a discrete work unit or the leadership of a small team, including setting priorities, meeting service standards and assisting with the monitoring or review of systems.

Perform tasks which require sufficient knowledge and sensitivity to take the impact of actions on other people or work areas into account when selecting between established work methods and when adjusting work sequences. May provide information requiring some depth of knowledge in own work area, which the recipients will use as an input to their own work or actions. May require familiarity with the interrelationships between related work areas.

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

Have a sound knowledge of the impact of the activities undertaken on other related functions or sections. Will perform tasks where any advice which is provided is based on some depth of knowledge such that the information conveyed will normally influence how other work areas or individuals frame their actions or procedures. Will take the needs of others into account when selecting between work methods and sequences. May interpret procedures to assist others and will make recommendations, where relevant case experiences arise, to more senior staff on changes to procedures, schedules or routines to facilitate good relations between work units or with clients. May provide support by co-ordinating staff with a range of roles to play, including staff at more senior levels, to contribute to assignments or projects.

*As for Level 4*

Apply a detailed knowledge of work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to complex but standard circumstances and to advise, assist and influence others.

Level 6

*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.*

Solve both common and unusual problems. Identify responses to new circumstances for consideration by others. Some discretion to innovate within own function and take responsibility for outcomes, which may include the development of section procedures and management strategies.

May apply theoretical (or policy) and technical knowledge to design, review, develop or test complex equipment, systems or procedures. May exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data or experiments. May use considerable technical skills to design equipment to a limited brief and to liaise with equipment users to better define requirements.

May undertake planning involving resource use or develop proposals for resource allocation. Work at this level may require the ability to investigate, interpret or evaluate information where considerable interpretation of existing regulations, policies or procedures is required.

Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have extensive supervisory responsibility or some line management responsibility for staff at task level 5 or below performing a set of related functions. May have indirect reports coming to the position.

*Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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.*

Provide authoritative advice in the context of a wide range of issues or circumstances. Adapt procedures or techniques as required to achieve objectives, where these changes are within policy and either their impact is restricted to the work unit(s) concerned or, alternatively, changes arise out of liaison with other areas, meet the mutual needs of the groups concerned and are pursued in concert with them. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.

<p>Level 7</p>	<p><i>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 which has an impact beyond the immediate work area.</i></p> <p>Apply theoretical knowledge or management or policy expertise to bring together diverse and or conflicting information to solve new or one off problems, to develop innovative methodologies, to analyse a situation and propose new responses or solutions or to take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Responsible for monitoring, reviewing and developing procedures in own functional area. Able to cross specialist, organisational or functional boundaries to co-ordinate actions and propose initiatives. Focus on objectives rather than procedures and precedents.</p>	<p>Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required.</p> <p>May have line management responsibility for staff performing a related set of functions, usually with distinct areas of expertise. Management at this level may include the allocation of responsibilities, review of performance, training and development of staff and development or oversight of program procedures, priorities and quality control systems. Advice will be provided to staff at higher levels on program objectives, organisational structures and budget expenditure.</p>	<p><i>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</i></p> <p>Exercise a detailed knowledge of the interrelationships between a range of diverse policies and activities. Will be expected where required to negotiate solutions where a range of interests have to be accommodated, often requiring working with contributors with different areas of expertise. May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken, without normally being responsible for final authorisation.</p>
<p>Level 8</p>	<p><i>Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</i></p> <p>Develop systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May require new responses based on the integration of a range of knowledge, policies or procedures, or by drawing together the interests of several functional areas.</p>	<p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>	<p><i>The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.</i></p> <p>Responsible for managing, co-ordinating activity around or implementing a number of programs or functions which may impact other areas of the University and which require a thorough knowledge of overall University policies and the external environment (eg, government legislation, guidelines and requirements). Would normally play a leading role in developing proposals and co-ordinating agreement for change or development in the areas for which the position is responsible. May effectively commit the University to significant expenditure or income proposals, or to a public policy stance, though formal authorisation would be provided at a higher level.</p>
<p>Level 9</p>	<p><i>Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.</i></p> <p>Develop systems, or programs (including priorities, policies and procedures) within given broad statements of role objectives, where considerable latitude or input applies in the initial definition of the role objectives and/or where implementation responsibilities have been substantially devolved, subject to agreed budgets and periodic review against performance objectives. Have independence in the allocation of resources within constraints established by senior management.</p>	<p>Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available. Alternatively, work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.</p>	<p><i>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 which may impact on other areas of the institution's operations.</i></p> <p>Develop and review major policies, objectives, programs or strategies involving high level liaison with internal and external client areas, including framing the relevant internal consultation and negotiation strategies. Responsible for proposing and implementing programs involving major change which may impact on other areas of the institution's operations.</p>
<p>Level 10</p>	<p><i>Be fully responsible for the achievement of significant organisational objectives and programs.</i></p> <p>Responsible for the achievement of objectives and programs affecting a significant organisational area at Faculty level or equivalent. May be an influential contributor to decisions over the allocation or use of substantial resources.</p>	<p>Substantial management responsibility, usually for a diverse set of functions, including responsibility for setting and reviewing longer term performance criteria and objectives. Alternatively, work in a situation where job objectives, performance criteria and funding are proposed, developed and, in practical terms, determined by the job holder.</p> <p>May have responsibility for approving substantial budget expenditure.</p>	<p><i>Bring a multiperspective 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.</i></p> <p>Taking into account the views and interests of others, carry prime responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems which will impact across the University. Responsibility for managing a substantial budget(s), including the discretion to re-allocate funds or priorities within budgets. May authorise significant expenditure items, or commit the University to significant contractual or resource obligations.</p>





## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.



2 April 2019

Deputy President Kovacic  
Fair Work Commission  
Level3/14 Moore Street  
Canberra ACT 2601

**Southern Cross University Enterprise Agreement 2018  
(AG2018/5418)**

**Undertaking- Section 190**

Dear Deputy President Kovacic,

I, Professor Adam Shoemaker, Vice Chancellor and President, Southern Cross University give the following undertakings with respect to the Southern Cross University Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Southern Cross University to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 254**

In circumstances where an employee is over 45 years old and has completed two years continuous service with the University, the notice periods provided for in clause 254 will be increased by one week.

3. **Clause 559**

The exemptions provided for under clause 559 will not apply to employees on probation, apprentices and separations on the grounds of ill health or in cases of eligibility for a total and permanent disability through a relevant superannuation fund. The notice period for employees whose role is redundant is provided for in clause 322.

