



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of Canberra
(AG2019/1859)

UNIVERSITY OF CANBERRA ENTERPRISE AGREEMENT 2019 - 2022

Educational services

COMMISSIONER JOHNS

SYDNEY, 26 JUNE 2019

Application for approval of the University of Canberra Enterprise Agreement 2019 - 2022.

[1] An application has been made for approval of an enterprise agreement known as the *University of Canberra Enterprise Agreement 2019 - 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by University of Canberra. The Agreement is a single enterprise agreement.

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

[3] The Agreement lodged contained an error at Clause 28. On 25 June 2019, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the National Tertiary Education Industry Union being bargaining representatives for the Agreement, have given notice under 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 July 2019. The nominal expiry date of the Agreement is 31 March 2022.



COMMISSIONER

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University of Canberra

Enterprise Agreement 2019-2022

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PART A: INTRODUCTION

1. Title and Operation

- 1.1 This Agreement is made under section 172 of the *Fair Work Act 2009* (Cth) and shall be known as the *University of Canberra Enterprise Agreement 2019 - 2022*.
- 1.2 The terms and conditions of employment of the Employees covered by this Agreement are stated in this Agreement.
- 1.3 This Agreement will commence operation seven days after its approval by the Fair Work Commission and will have a nominal expiry date of 31 March 2022.

2. Application

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

3. Definitions

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

Term	Meaning
<i>Academic Staff</i>	staff employed by the University whose primary duties include conducting and/or managing teaching and/or research.
<i>Act</i>	the <i>Fair Work Act 2009</i> (Cth) as amended.
<i>Agreement</i>	The University of Canberra Enterprise Agreement 2019-2022
<i>AMWU</i>	Australian Manufacturing Workers Union
<i>Chief Executive People and Diversity (CEPD)</i>	the person occupying or acting in that position, or their nominee.
<i>Chosen Representative</i>	<p>a union, or a person other than a practising legal practitioner, who is chosen by the Employee or University management to represent each of them respectively in consultation or negotiation under this Agreement on workplace relations and human resources matters.</p> <p>With respect to Employees, a Chosen Representative is another Employee of the University, an officer of a union or other person other than a practising legal practitioner.</p> <p>With respect to University management, a Chosen Representative is normally either an Employee, a member of the University Council or an officer of the University's industrial association.</p>

Term	Meaning
	A Chosen Representative will be involved only where the affected Employee or the University chooses to be represented.
Consultation	means conferring between the University and its Employees, and their Chosen Representative(s) if they so elect, in such a way that there is the opportunity for affected Employees to influence the University's decision-making process. Consultation does not mean having to reach agreement.
Contemporaneous Marking	is any marking that is undertaken during a lecture, tutorial or clinical session or which could reasonably have been done in paid time associated with that lecture, tutorial or clinical session. This marking attracts no additional payment.
Contingent Period	the period subject to intermittent reviews of performance to determine an Employee's eligibility for 'continuing' employment.
Delegate	position named in the University's HR delegations, which are an instrument of the University Council.
Deputy Vice-Chancellor (DVC)	the person at the time holding or acting in the office of Deputy Vice-Chancellor of the University or the DVC's nominee.
Employee	all persons who are employed by the University and to whom this Agreement has application by virtue of Clause 2 Application.
Executive Staff	positions identified as Deputy Vice-Chancellors, Vice-Presidents or equivalent positions by the Vice-Chancellor as the Executive of the University.
FWC	the Fair Work Commission.
Health Professional	a person registered to practice medicine under the <i>Health Professionals Act 2004</i> (ACT) or equivalent State, Territory or international regulation, or other health practitioner as approved by the University.
Legal Practitioner	a person admitted to practice as a barrister or solicitor of the Supreme Court of any State or Territory of the Commonwealth or of the High Court of Australia, or any equivalent foreign status.
Manager	an Employee who has supervisory and/or managerial responsibilities in relation to one or more Employees.
NES	National Employment Standards under the Act.
NTEU	National Tertiary Education Industry Union.
Professional Staff	those Employees of the University who are not members of the Academic Staff, or Executive Staff.
Regulations	the <i>Fair Work Regulations 2009</i> .
Senior Manager	those Employees of the University employed in accordance with Part E: Senior Managers.

Term	Meaning
<i>Serious Misconduct</i>	conduct of a kind envisaged under section 12 of the Fair Work Act 2009 and regulations 1.07 of the Fair Work Regulations 2009. Serious misconduct may also include circumstances where the employee has engaged in repeat misconduct for which disciplinary action has previously been taken.
<i>Shiftworker</i>	a shiftworker for the purpose of the NES, is an employee who is regularly rostered to work Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day 7 days per week
<i>Union(s)</i>	a registered Employee organisation.
<i>University</i>	the University of Canberra.
<i>Vice-Chancellor (VC)</i>	the person at the time holding or acting in the office of the Vice-Chancellor of the University under the <i>University of Canberra Act 1989 (ACT)</i> , as amended from time to time, or the Vice-Chancellor's nominee.

PART B: CORE TERMS

4. Agreement Flexibility

4.1 The University and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the individual flexibility arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) purchased leave, that is, an arrangement that permits an Employee to work a reduced number of weeks in the year with a proportionate reduction in their salary; and
- (b) the individual flexibility arrangement meets the genuine needs of the University and the Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the individual flexibility arrangement is genuinely agreed to by the University and the Employee.

4.2 The University must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the University and the Employee;
- (c) is signed by the University and the Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
- (d) includes details of the terms of this Agreement that will be varied by the individual flexibility arrangement and how they will be varied.

4.3 The University must ensure that the terms of any individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act;
- (c) result in the Employee being better off overall than they would be if no arrangement was made;
- (d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act; and
- (e) has been considered by the Chief Executive, People and Diversity.

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

4.5 The University or the Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the agreement; or
- (b) if the University and Employee agree in writing – at any time.

5. **Training for Employee Representatives**

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

6. **Consultation on Organisational Change**

6.1 The University will notify and Consult with affected Employees, their Union and their Chosen Representative over any firm proposal for significant and substantial organisational change. Such change includes, but is not limited to, outsourcing or contracting out.

6.2 Where there is a specific change proposal, the University will issue a Consultation paper to affected Employees, their Union and their Chosen Representative. The Consultation paper will include:

- (a) an explanation of the rationale for organisational change;
- (b) circulation of specific proposals for consideration, including identification of any anticipated health and safety issues;
- (c) provision of opportunity for written responses or alternatives from affected Employees and their Chosen Representative(s);
- (d) meetings with Employees and their Chosen Representative(s) to discuss and examine the organisational change proposal and alternatives; and
- (e) provision of relevant information related to the proposed organisational change.

6.3 Affected Employees will be Consulted about the proposed change through meetings with the head of the work unit, and time will be allowed to discuss and respond to the proposal. However, the University is not required to disclose confidential information (such as council papers or information that has been provided to the University on a confidential basis) or commercially sensitive information to Employees or their Chosen Representative(s). The University will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

6.4 If a decision to proceed is made by the University, management will Consult again with the affected Employees and their Chosen Representative(s) or, where Employees choose, with the Union, about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. Steps for implementation will be clearly articulated and consulted upon with staff.

6.5 Consistent with its obligations under the Act and clauses 48 and 60 of this Agreement, where the organisational change results in Employees being identified as excess, the University will make reasonable attempts to identify alternate employment with the affected Employee.

6.6 Consultation will be conducted within a framework that acknowledges the statutory obligations and responsibilities of Senior Managers but there will be no power of veto over the University's decision-making processes.

7. **Changes to Rosters or hours of work**

7.1 Where the University proposes to change an Employee's roster or ordinary hours of work, the University must Consult with the affected Employee(s) and their Chosen Representatives, if any, about the proposed change.

7.2 The University must:

- (a) provide to the affected Employee(s) and their Chosen Representative(s), if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the affected Employee(s) and their Representative(s), if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Representative(s).

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

8. Consultation on Policy

8.1 Policies of the University are not incorporated into and do not form part of this Agreement.

8.2 The University undertakes to Consult affected Employees and their Chosen Representative(s) on policies that have significant and substantial effect on Employee(s).

8.3 The University undertakes to Consult affected Employees and their Chosen Representative(s) in relation to the University's classification policy.

9. Grievance and Dispute Resolution

9.1 The procedure for resolving complaints and/or grievances is set out in Schedule 5 - *Grievance Resolution Procedure* of this Agreement.

9.2 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES; then

this clause sets out procedures to settle the dispute.

9.3 An Employee who is a party to the dispute may appoint a Chosen Representative for the purposes of the procedures in this clause. Alternatively a Union may notify the existence of a dispute.

9.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level (i.e. between an Employee and their Manager).

9.5 If discussions at the workplace level do not resolve the dispute, then the matter may be referred to Senior Management or the Executive.

9.6 If discussions with University Management or the Executive do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

9.7 The FWC may deal with the dispute in two stages:

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

- (ii) make a determination that is binding on the parties.

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

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

9.9 The parties to the dispute agree to be bound by a decision made by the FWC.

9.10 A dispute formally commenced under the *University of Canberra Enterprise Agreement 2015-2018 (Enterprise Agreement)*, but not concluded at the time at which this agreement commences, shall continue to be dealt with in accordance with the relevant provisions that applied under that Enterprise Agreement.

10. Types of Employment

10.1 Employment at the University will normally be as follows:

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

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

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

10.4 Subject to operational requirements and the need to retain flexibility the University's preference is for continuing employment rather than fixed-term employment where a continuing work requirement exists, and for fixed-term employment rather than casual employment where work is not irregular or intermittent. Specifically, the University will use its best endeavours to ensure that the level of casual academic employment does not rise during the term of this Agreement.

- 10.5 Averaged over the preceding 12 months, 30% of all education focused appointments must have been either casual or fixed-term Employees in the Australian higher education sector in the three (3) years previous to their appointment.

Conversion from Fixed-term to Continuing or Contingent Continuing Employment

- 10.6 Fixed-term Employees may apply for conversion to continuing employment or contingent continuing employment. Conversion will be granted at the University's discretion, taking into account:

- (a) At least three (3) years length of service as a fixed-term Employee;
- (b) having been originally appointed following an open and competitive selection;
- (c) recommendation by the relevant Manager;
- (d) the type of work performed;
- (e) the Employee's level of performance at work; and
- (f) any other circumstances the University considers appropriate.

Conversion from Casual to Fixed-Term, Continuing or Contingent Continuing Employment

- 10.7 Casual Academic Employees may apply for conversion to fixed-term, continuing employment or contingent continuing employment. Expressions of interest for conversion will be undertaken annually and considered at the University's discretion, taking into account:

- (a) Regular and systematic employment over typically three (3) years length of service as a casual Employee;
- (b) having regard to the teaching performance;
- (c) recommendation by the relevant academic Head of School;
- (d) type of work performed is requisite to a continuing academic appointment;
- (e) the Employee's level of performance and conduct at work; and
- (f) any other circumstances the University considers appropriate.

- 10.8 Casual Professional Employees may apply for conversion to fixed-term or continuing employment. Conversion will be granted at the University's discretion, taking into account:

- (a) length of service (including average weekly hours worked);
- (b) the likely requirement of the work continuing;
- (c) recommendation by the relevant Manager;
- (d) type of work performed;
- (e) the Employee's level of performance at work; and
- (f) any other circumstances the University considers appropriate.

11. **Full-Time Employment**

11.1 Full-time employment is employment for the ordinary hours of work (as set out in clause 50 for Professional Staff) or the workload required for full-time Academic Staff as set out in this Agreement.

12. **Fixed Term Employment**

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

- (a) *Specific task or project:* A definable work activity that has a starting time and is expected to be completed within an anticipated period. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University not being funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.

Where the employment period is defined as the duration of the task or project (that is, has no pre-determined fixed end date), severance payments as envisaged under clause 12.1 will apply. Where such employment exceeds a period of ten (10) years of continuous service, including multiple fixed-term contracts in the same or substantially similar work, a severance payment based on two (2) weeks' salary for each year of continuous service will apply up to a maximum of fifty-two (52) weeks instead of the provisions of clause 12.1.

- (b) *Research:* Where an Employee is engaged on research functions for a fixed-term period not exceeding five (5) years.
- (c) *Replacement Employee:* Where an Employee undertakes work replacing another University Employee for a definable period, while the latter Employee is on leave, secondment or absence from the University, or where an Employee performs the duties of a vacant position pending the appointment of an Employee to the vacant position for which a definite decision has been made to fill it, and recruitment action has commenced.
- (d) *Recent Professional Practice:* Where a curriculum in professional or vocational education requires that the work should be undertaken by a person who has recent practical or commercial experience for a fixed-term period not exceeding two (2) years.
- (e) *Graduate Employment Scheme:* Where the University offers up to twelve (12) months employment to recent University of Canberra graduates, provided no more than ten (10) graduate Employees are in place at any one time and only one contract can be offered to each graduate under this sub-clause.
- (f) *Pre-retirement:* Where an Employee declares an intention to retire, a fixed-term contract of up to five (5) years may be offered.
- (g) *Senior Staff:* Where an Employee is engaged in accordance with *Part E Senior Managers* at clause 61.
- (h) *Organisational Change:* Where a work area has been the subject of a decision by the University to discontinue that work within three (3) years, provided that:
- (i) the offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work be reversed, or should for any other reason the Employee's position or substantially the same position continue beyond a period of three (3) years, the Employee will be offered that work on a continuing basis. A short term extension (for example, for up to three (3) months) of the fixed-term contract may be permitted without invoking this sub-clause where such extension is necessary to permit the timely conclusion of any discontinuing activity; and

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

A convertible fixed-term appointment will normally be for a period not exceeding three (3) years. An area of work ceases to be a new area of work after three (3) years of operation and a fixed-term position may be converted in accordance with this sub-clause at that time. Conversion from fixed-term to continuing employment will be determined by the University, based on the availability of continuing work and the Employee's performance since appointment

- (j) *On a case-by-case basis:* The Parties by written agreement may permit the use of fixed-term employment in circumstances not otherwise covered in the Agreement. An agreement under this sub-clause is not to be used to create a precedent for any further agreement(s).

Teaching Fellowships

- 12.2 Where the University offers a fixed-term teaching fellowship to a person who is enrolled as a student of the University, or who will enrol within a reasonable period of time, in the following circumstances:
- (a) the employment is for a period that does not extend beyond the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - (b) the employment is within the student's academic unit or an associated research unit of the academic unit and is generally related to the degree course the student is undertaking.

- 12.3 Employment under sub-clause 12.2 will not exceed a total period of five (5) years. The fraction of a full time Academic Staff member will not be less than 0.2 and will not exceed 0.5, including the allocation of teaching load, when averaged across any calendar year provided the employment does not contravene the terms of the student's funding or scholarship.

Aboriginal and Torres Strait Islander Teaching Fellows

- 12.4 With a view to improving the University's Aboriginal and Torres Strait Islander Academic Staffing profile and providing greater access to academic careers, the University shall employ Aboriginal and Torres Strait Islander Teaching Fellows.
- 12.5 Aboriginal and Torres Strait Islander Teaching Fellows will be employed on the same basis as that outlined in subclauses 12.2 and 12.3 - Teaching Fellows, with the exception of the total contract length and fraction, the terms of which are as follows:

- (a) Aboriginal and Torres Strait Islander Teaching Fellows employed under this sub-clause may be employed on an initial contract of up to three (3) years in circumstances where the Academic Staff member is enrolled in a Master's program;
- (b) where the Aboriginal and Torres Strait Islander Teaching Fellow is enrolled in a PhD program, they may be employed on a contract not exceeding a period of five (5) years; and
- (c) nothing in this clause prevents an Academic Staff member from having subsequent contracts for Masters and PhD study. The fraction of an Academic Staff member employed under these provisions will not be less than 0.2 and will not exceed 0.5, including the allocation of teaching load, when averaged across any calendar year provided the employment does not contravene the terms of the student's funding or scholarship.

Offer of a new fixed-term contract

12.6 The University will give fixed-term Employees written notice of the University's intention to offer, or not to offer, a new fixed-term contract upon the expiry of the current fixed-term contract. Such notice will be at least:

- (a) one (1) week prior to expiration of the existing fixed-term contract where the period of continuous service will be less than six (6) months; or
- (b) two (2) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be six (6) months but less than three (3) years; or
- (c) three (3) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be three (3) years but less than five (5) years; or
- (d) four (4) weeks prior to expiration of the existing fixed-term contract where the period of continuous service will be five (5) years or longer.

12.7 Where, because of circumstances relating to the provision of specific funding to support employment which is external to the University and beyond its control, the University is not reasonably able to give the notice required by this sub-clause 12.7, it will be sufficient compliance with this sub-clause if the University advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Employee at the earliest practicable date thereafter.

13. Severance Pay for Fixed Term Employees

13.1 A fixed-term Employee whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to a severance payment in accordance with this clause if:

- (a) the Employee is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in sub-clause 12.1(a) and 12.1(b), and the same or substantially similar duties are no longer required by the University; or
- (b) the Employee is employed on a fixed-term contract to do work required for the circumstances described in sub-clauses 12.1(a) and 12.1(b) and the duties of the kind performed in relation to that work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

13.2 This sub-clause 13.2 does not apply to an Employee who returns to their substantive employment after a period of secondment or similar arrangement.

Severance pay rates

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

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

14. Flexible and Part-time Working Arrangements

14.1 An Employee may request flexible working arrangements in accordance with section 65 of the Act. Flexible working arrangements will be negotiated and agreed with the University on a case by case basis.

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

Variation of working arrangements

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

Part-time, Pro rata salary and benefits

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

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

15. Aboriginal and Torres Strait Islander Employment

The University is committed to the ongoing successful implementation of the Aboriginal and Torres Strait Islander Employment Strategy. Further, the University will use its best endeavours to achieve and maintain an employment target of at least 3% of the University's workforce identifying as Aboriginal and Torres Strait Islander by 31 December 2020, and maintain that level of employment for the life of the Agreement.

Respect, Support and Recognition

15.1 The University continues to:

- (a) respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander people;
- (b) support participation of Aboriginal and Torres Strait Islander Employees in activities of a cultural or ceremonial nature, recognising that the provision of paid leave for such purposes

has a direct impact on the effectiveness of Aboriginal and Torres Strait Islander people as Employees and is therefore of direct benefit to the University;

- (c) recognise that the general working environment requires the redress of past social injustice, exploitation and Aboriginal and Torres Strait Islander employment inequities;
- (d) ensure that Employees are supported by institutional policies and procedures aimed at eliminating racism in the workplace, and promoting a culturally responsive and responsible University; and
- (e) ensure the ongoing operation of the Aboriginal and Torres Strait Islander Employment advisory committee, which will include at least two members of the ACT Aboriginal and Torres Strait Islander communities and a representative from the NTEU.

Aboriginal and Torres Strait Islander knowledge and expertise

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

16. Probationary Period

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

16.2 An Employee's employment will be subject to only one (1) period of probation. A second or subsequent period of employment offered immediately after an Employee's first twelve (12) months of service, in an area of work similar to the initial period of employment, will not be subject to a probationary period.

16.3 All actions of the relevant Delegates under this clause and applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures, except that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

17. Performance and Development

Building performance capability

17.1 The University strongly supports its Employees to achieve and maintain an effective level of performance at work. Employees are encouraged to undertake professional development and skills recognition activities to enable them to build performance capability and achieve University objectives. Employees are encouraged to participate in professional development activities, including development opportunities aimed at furthering the Employee's career and promotion prospects.

17.2 The University is committed to supporting its Employees to meet performance expectations and behavioural expectations as set out in relevant University policy.

17.3 The University may approve funding of professional development needs where these are agreed between the University and the Employee.

Participation

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

Managing Unsatisfactory Performance and Behaviour

17.5 The University will take appropriate steps to identify and address performance and/or conduct-related issues as they arise. Unsatisfactory performance and behaviour is managed in accordance with Schedule 7 of this Agreement and may include disciplinary action up to and including termination of employment.

17.6 If an Employee is not fully meeting and maintaining all performance expectations, the Employee's Manager will make reasonable attempts to assist the Employee to improve their performance.

17.7 If an Employee is not upholding behavioural expectations as set out in the University's Charter of Conduct and Values, the Employee's Manager will make reasonable attempts to assist the Employee to improve their behaviour.

17.8 The University will aim in the first instance to support the Employee to address the unsatisfactory performance and/or behaviour and identify areas where professional development may occur.

17.9 The University will observe the following principles when taking disciplinary action:

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

18. Salary Increases

18.1 Salaries will be increased in accordance with this clause 18 over the life of the Agreement.

18.2 Salary increases for Employees will be the same as the percentage increase in CPI for the December Reference Quarter. If, however, the CPI percentage increase is less than 1.75%, the CPI of the December Reference quarter will be replaced, and a salary increase of 1.75% will apply.

- 18.3 If, however, the Commonwealth Government introduces a replacement Index during the life of this Agreement, subject to clause 18.2, the salary increase will be the same as the Index, using the Index for the 12 months preceding the pay increase.
- 18.4 Salary increases will be paid in the first full pay period following 1 January in each year. In January 2019, a Salary increase of 1.9% was applied.
- 18.5 In this Agreement:
- (a) "**CPI**" means the ABS Consumer Price Index, All Groups, weighted average of eight capital cities (catalogue no 6401.0).
 - (b) "**December Reference Quarter**" means the quarter ending on the 31 December that is a year and a day before the relevant 1 January.
 - (c) "**Index**" means the index, calculated in accordance with the *Higher Education Support Act 2003* (Cth), as amended from time to time, for calculating the increase in discretionary funding received by the University under the Commonwealth Grants Scheme or its successor.

19. **Salary Payments**

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

20. **Overpayment of entitlements and recovery of outstanding debts**

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

21. **Salary Packaging**

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

21.2 Casual Employees may opt to have salary converted to superannuation, consistent with University policy.

22. **Incremental Step Progression**

22.1 Employees occupying positions whose classification attracts a salary range under this Agreement are eligible to progress by increment steps to the top of that salary range based on performance that meets the required standard.

22.2 Incremental step progression will be paid from the first full pay period following 1 January unless, in the preceding twelve (12) months, the Employee's performance and/or behaviour has resulted in disciplinary action in accordance with Schedule 6 or Schedule 7 of this Agreement. This assessment will include, but is not limited to, an assessment as to whether performance is at a standard appropriate to an Employee's level of appointment and consistent with the Employee's duties and the relevant performance expectations for academic levels.

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

22.4 An Employee who has reached the last step of their classification may apply for a high-performance allowance of between 2% and 4%, for performance that is above the required standard. This allowance is approved for the twelve (12) month period following the assessment, commencing from the first full pay period following 1 January. The University will only allocate a high-performance allowance following:

- (a) confirmation the Employee has an approved performance and development plan recorded in the University endorsed system;
- (b) a recommendation by the Employee's Manager and endorsement by the relevant Executive Dean or Director;
- (c) an assessment of the application by the central committee comprised of the University Executive; and
- (d) consideration of the application of performance standards is fair and equitable.

22.5 Where an Employee is appointed to or acting in a higher classification, any entitlement to a high-performance allowance in accordance with this clause will cease from the date the appointment takes effect.

23. **Higher Duties Allowance**

23.1 Employees who temporarily perform the duties of a higher classified position are entitled to be paid a higher duties allowance, subject to performing such duties for a period of at least;

- (a) five (5) consecutive working days for UC Levels 1-7; and
- (b) ten (10) consecutive working days for Academic Employees, and UC8 and above.

23.2 Higher duties allowance is not payable to an Employee when on periods of leave in excess of five (5) consecutive working days, where the period of acting is for a period of three (3) months or less.

- 23.3 An Employee who has been acting in a higher duty position for a continuous period in excess of twelve (12) months immediately preceding cessation of employment will receive payment of all entitlements on cessation of employment at the higher rate of pay.
- 23.4 For Professional Staff, higher duties allowance is not to be used instead of reclassification of substantive positions where a continuing requirement exists for the higher level duties nor to meet regular seasonal or predictable fluctuations in work levels.
24. **Superannuation**
- 24.1 For all new and existing Employees the University will provide superannuation arrangements under the UniSuper superannuation fund.
- 24.2 The University will continue to provide the rate of employer contributions to the above funds that are in effect at the date of commencement of this Agreement.
- 24.3 Consistent with the UniSuper Trust deed which provides for flexibility, employer and Employee contributions may be reduced at the request of an individual staff member to the extent that the law permits, and that foregone part of the employer contribution will be payable as additional salary.
- 24.4 Fixed term Employees whose initial contract is less than twelve (12) months but which is extended past twelve (12) months will receive 17% employer superannuation contribution from the commencement of the thirteenth (13) month.
- 24.5 From the first full pay period on or after 30 June 2022, all fixed-term Employees will be entitled to receive 17% superannuation.
- 24.6 The University will make compulsory employer contributions for all other Employees as required by the applicable legislation and fund requirements.
25. **Breaks**
- 25.1 Employees must not work for more than five (5) hours without an unpaid break of at least thirty (30) minutes.
- 25.2 Employees are entitled to a maximum ten (10) minute tea break each morning and afternoon.
- 25.3 Casual Employees will be allowed a maximum ten (10) minute tea break every three and a half hours (3.5) of continuous employment per day.

26. **Holidays**

- 26.1 All Employees are entitled to public holidays in accordance with section 115 of the Act. Where the University and the affected Employee agree, another day may be substituted for any public holiday.
- 26.2 The University will observe a Christmas close-down period from 25 December until the commencement of the first working day following 1 January. Employees will not be required to take recreation leave over this period.
- 26.3 The University will observe a University break between 20 December and 20 January each year. Staff who have accrued more than four (4) weeks' leave as at 20 December will be required to acquit recreational leave between 20 December and 20 January, unless:
- (a) the staff member has been approved to take recreational leave of at least ten (10) days in the next twelve (12) months; and/or
 - (b) otherwise approved by the Manager in accordance with the instrument of delegations.
- 26.4 Public Holidays occurring during periods of recreation leave will not be deducted from leave entitlements.

27. **Recreation Leave**

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

This does not apply to Academic Employees or Employees on approved recreation leave immediately preceding retirement, resignation, redundancy, or other termination of employment.

28. **Parental Leave**

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

Provision	Entitlement	Conditions
<i>Primary carer leave (also applies in relation to adoption)</i>	Up to thirty (30) weeks continuous leave taken within the thirty (30) week period that may start within six (6) weeks before the nominal expected birth date i.e. thirty (30) weeks leave on full pay or sixty (60) weeks on 50% of salary.	Expectant birth is supported by a medical certificate. Must apply for paid parental leave not less than ten (10) weeks before the expected date of birth. Primary carer is expected to give four (4) weeks' notice of the start of paid parental leave. University may direct Employee to take leave within six (6) weeks of expected birth unless Employee provides medical evidence indicating otherwise.
<i>Surrogate mother paid leave</i>	Up to twelve (12) weeks continuous leave taken within the twenty (20) week period that may start within six (6) weeks before the nominal expected birth date and finishes twelve (12) weeks after delivery.	Expectant surrogate mother, supported by medical certificate. Surrogate mother is expected to give four (4) weeks' notice of the start of paid surrogate mother leave.
<i>Paid miscellaneous leave for antenatal purposes</i>	One (1) day a month for each of the final three months of pregnancy.	Antenatal purposes.
<i>Paid parental leave in the event of miscarriage/ stillbirth</i>	Twelve (12) weeks.	Pregnancy lasted at least twenty (20) weeks and ended in miscarriage or stillbirth. Medical certificate is required.
<i>Paid partner leave</i>	Fifteen (15) days paid leave to be taken within the seven (7) week period which starts a week before the expected date of birth and concludes six (6) weeks after the birth.	A medical certificate attesting to the pregnancy is required.
<i>Paid partner return to work</i>	Fifteen (15) days at 50% fraction immediately following Paid Partner Leave	Partner returns to work immediately following paid partner leave at 50% fraction with 50% fraction paid as leave
<i>Paid primary care-giver leave for partner</i>	Eight (8) weeks paid leave immediately following the first twenty two (22) weeks of any parental leave.	Partner of mother is also employed by the University. Combined paid leave for both partners may not exceed thirty (30) weeks. Only one(1) partner may be on paid primary care-giver leave at one time.
<i>Unpaid primary care-giver leave</i>	Primary Care-giver: up to twenty-four (24) months minus Paid Parental Leave (where both parents are employed by the University, the twenty-four (24) months can be shared between parents).	Parents, with four (4) weeks' notice, have one (1) opportunity to apply for an extension of unpaid leave; this leave will not be available to the parent after the child's second birthday. In all of these cases long service leave and recreational leave can replace some or all of the unpaid leave.
<i>Postnatal time release for full-time employees</i>	Up to seven (7) hours paid leave spread across the working week; for child	Birth mother has returned to full-time work.

Provision	Entitlement	Conditions
	related post-natal arrangements and/or for breastfeeding (in addition to regular paid breaks for breastfeeding). Not accruable or to be taken as whole days.	Child is under one (1) year of age.
<i>Paid adoption/intended parent (surrogacy) leave</i>	Up to twenty (20) weeks from date of placement, birth or custody plus up to two (2) days paid miscellaneous leave for interviews or examinations required by adoption procedure.	The child is under five (5) years of age at time of placement. Parent is employed by the University. Employee has statement from appropriate government authority about the adoption and/or surrogacy.
<i>Unpaid adoption/intended parent (surrogacy) leave/permanent care order</i>	A further continuous period of up to thirty-two (32) weeks leave without pay for primary care-giver.	Employee is expected to give eight (8) weeks' notice of the start of paid parental leave. At least nine (9) weeks' notice is required. Long service leave and recreation leave can replace some or all of the unpaid leave.

29. Personal Leave

29.1 Employees will accrue twenty (20) working days per year of personal leave, accrued on a daily basis. Part-time Employees are entitled to personal leave on a pro-rata basis. In addition, on appointment, each new Employee will be credited with five (5) working days personal leave or pro-rata equivalent for part-time Employees.

29.2 Unused personal leave will not be paid out on termination of employment or under any other circumstances.

29.3 The University will recognise prior service for the purpose of transfer of personal leave credits with other publicly funded Australian Universities of up to twenty-five (25) days.

29.4 The University may require an Employee to undertake an independent medical examination by a Health Professional of the University's choosing and at the University's cost, where the University considers such a requirement appropriate. The University will give the Employee reasonable advance notice of such a requirement (normally two (2) weeks). A medical examination under this sub-clause 29.4 will not obviate the provisions set out in the ill health separation.

29.5 The University may consider granting paid personal leave in excess of those entitlements specified in this clause under exceptional circumstances.

29.6 Personal leave will be granted to Employees in the following circumstances:

Circumstance	Evidence required for absences of	Type of evidence required	Maximum allowable paid absence
Where an Employee is unfit to attend duty due to illness or injury or to attend a medical appointment.	Less than three (3) consecutive days.	Approved leave form.	Up to available credits, thereafter recreation leave or long service leave within available credits or leave without pay.
	Three (3) consecutive days or more. The University	Approved leave form and medical certificate	

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

30. Long Service Leave

- 30.1 Eligible Employees will accrue long service leave in accordance with ACT long service leave legislation, accruing at six and a half (6.5) working days per year, calculated on a daily basis.
- 30.2 Except as provided for under relevant applicable legislation, casual Employees are not eligible for long service leave.
- 30.3 The University will recognise prior service with other publicly funded Australian Universities of up to ninety (90) days long service leave accrual, where the period between cessation of employment with the previous employer and commencement of employment with the University is two (2) months or less.
- 30.4 Where an Employee's break in service is four (4) months or less, prior service will count for the purpose of qualifying for leave, however long service leave credits will not accrue in this period between cessation and recommencement.
- 30.5 Long service leave credits do not accrue in respect of any period of leave without pay, unapproved absence, stand-down without pay or the period between employment contracts with the University.
- 30.6 If an Employee is ill during long service leave for a period of three (3) days, and provides a valid medical certificate, the period of certified illness will be treated as personal leave with long service leave being

re-credited for the period. This does not apply to Employees in respect of long service leave taken immediately before retirement, resignation, redundancy or termination of employment.

Cashing out long service leave

- 30.7 An Employee who has access to long service leave credits accrued in accordance with this clause may elect to cash out a proportion of their long service leave credits. The Employee's long service leave credits will be debited accordingly.
- 30.8 Unless otherwise specified in this Agreement, where higher duties payment or other loading has been in force for at least twelve (12) months immediately before taking long service leave, that amount will be included in the calculation of salary while on long service leave.

Pro rata payment

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

31. Leave Without Pay

- 31.1 The University may grant leave without pay in certain circumstances on application by an Employee and in accordance with University policy.
- 31.2 Leave without pay will not count as service for the purpose of calculating any leave entitlements.
- 31.3 Except for leave without pay for parental leave or for personal illness or injury, the University will normally require, and may request, that staff take recreation and/or long service leave credits before commencing a period of leave without pay.
- 31.4 No payment will be made for a holiday falling within a period of leave without pay. In approving a period of leave without pay, the University will determine whether a holiday occurring immediately before or immediately after the period of leave without pay will be paid or unpaid.
- 31.5 Periods of leave without pay covered by illness or injury that is supported by a medical certificate will be considered by the University on a case by case basis, subject to personal leave provisions and an application being submitted at the earliest opportunity.
- 31.6 No allowances will be paid during periods of leave without pay.
- 31.7 With the exception of illness resulting from pregnancy or childbirth, there is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay.

32. Miscellaneous Leave

- 32.1 Miscellaneous leave will be granted at the Employee's substantive rate of pay in the following circumstances:
- (a) on the death or life-threatening/serious injury of an immediate family member, partner or person dependent on the Employee for care and support (up to three (3) days per occasion); or
 - (b) for jury service; or
 - (c) for attendance as a witness in industrial proceedings that directly affect the University; or

- (d) volunteers for blood donation; or
- (e) for antenatal and postnatal purposes as outlined in clause 28.1; or
- (f) participation in state emergency services activities or to assist in state of emergency situations such as bushfire, flood and earthquake as a member of a relevant voluntary organisation; or
- (g) other circumstances as approved on a case-by-case basis.

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

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

33. **Aboriginal and Torres Strait Islander Australian Leave**

33.1 The University acknowledges that participation of Employees in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people as Employees. In order to fulfil Aboriginal and Torres Strait Islander cultural responsibilities, the University supports fixed-term, continuing, and contingent continuing Aboriginal or Torres Strait Islander Employees by providing five (5) days paid Aboriginal and Torres Strait Islander Australian leave annually (in addition to other leave provisions), for the purposes of:

- (a) bereavement leave for an immediate family member (inclusive of traditional kinship relationships of equivalent significance);
- (b) participating in National Aboriginal and Islander Day of Observance Committee (**NAIDOC**) activities/events during NAIDOC week;
- (c) purpose of fulfilling ceremonial obligations of a traditional or urban nature and may include relevant cultural events, initiation, birthing and naming, funerals and smoking or cleansing and sacred site or land ceremonies or other relevant cultural events; and
- (d) other compassionate or appropriate grounds as determined by the Delegate.

33.2 Applications for personal leave for the purpose of attending a significant cultural event in accordance with clause 33.1 should be submitted four (4) weeks prior to leave (unless it is for an emergency such as a funeral, cultural event or obligation) to allow the work area to make appropriate staffing arrangements to cover the absence if necessary. The leave entitlements outlined in 33.1 do not carry into the next calendar year.

34. **First Aid Allowance**

34.1 An Employee who is appointed as a first aid officer will be paid a fortnightly allowance as follows:

Level	Allowance
First Aid Level 2 (Senior); or First Aid Level 3 (Advanced).	\$703.89 per annum.
Occupational First Aid Certificate; or Registered Nurse.	\$821.25 per annum.

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

34.3 First aid allowance is not payable during any periods of leave without pay, unapproved absence or any other leave where such leave is for a continuous period in excess of three (3) months.

34.4 First aid allowance will be increased in accordance with the salary increases payable under this Agreement.

35. **Loss or Damage to Personal Effects**

35.1 Employees will be reimbursed for the reasonable cost of repair or replacement of the Employee's personal effects lost or damaged due to lack of reasonable care by the University or other Employees in the performance of their duties.

36. **Voluntary Early Retirement**

36.1 The University may, at its discretion, offer voluntary early retirement to an Employee or specific groups of Employees where:

- (a) such Employees are invited to apply for early retirement under the benefits of the scheme. The University has the discretion to decide whether or not it will approve any application for early retirement having regard to the operational requirements of the University; and
- (b) the benefits payable to an Employee whose application for early retirement is approved will be a lump sum of a minimum of two (2) weeks' salary for each year of continuous service, with a maximum payment of fifty-two (52) weeks' salary. This benefit is additional to other entitlements on retirement.

36.2 The University may offer an Employee early retirement, in accordance with a scheme approved by the commissioner of taxation, by agreement.

37. **Ill Health Separation**

37.1 The University is committed to the effective management of ill and injured Employees. The University is focused on supporting ill and injured Employees with managing their medical conditions and facilitate their return to work to at the earliest opportunity.

37.2 The University may require an Employee whose capacity to perform their regular duties is in doubt to undergo a medical examination, at the University's expense, where the Employee's health:

- (a) may be affecting, or has affected, the Employee's work performance or conduct;

- (b) has caused, or may cause, the Employee to have an extended absence from work; or
 - (c) has caused or may present a workplace health and safety concern to themselves, other Employees, students or members of the public.
- 37.3 Where the University arranges for the Employee to attend a medical practitioner of its choice, the University will notify the Employee (usually four (4) weeks' notice) with the time and place of the appointment, the purpose of the appointment and the reason for the appointment. The University will make available a copy of the report of that examination.
- 37.4 Where the Employee applies to the Employee's superannuation fund, before the expiry of the period of notice, for invalidity retirement or temporary disability benefit pursuant to the rules of the superannuation fund the requirement for a medical examination will lapse.
- 37.5 Where the superannuation fund decides that the Employee is capable of resuming work and the University disputes that decision, the University may proceed in accordance with this clause 37.5 without further notice.
- 37.6 If the medical report reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may, subject to the review procedure set out below, terminate the employment of the Employee with notice as provided in this Agreement. The University will provide the Employee an opportunity to respond to any proposed action it may take including the opportunity for the Employee to resign the employment.
- 37.7 If within ten (10) working days of the report being made available, and if the Employee or their Chosen Representative so requests, the University will not terminate the employment of the Employee until the findings of the medical report are confirmed by an AMA appointed independent Health Professional in Consultation with the University and the Employee's Chosen Representative. For clarity, any costs associated with this sub-clause 37.7 will be borne by the University.
- 37.8 In making an assessment as to whether or not an Employee is unable to perform their duties and is unlikely to resume them within a reasonable period, the independent Health Professional will as far as possible apply the same standards as are used by the Employee's superannuation scheme.
- 37.9 The University may construe a failure by an Employee to undergo a medical examination in accordance with this clause as prima facie evidence that such a medical examination would have found that the Employee was unable to perform their duties and was unlikely to be able to resume them within twelve (12) months, and may act accordingly provided that such a refusal by an Employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 38. Suspension**
- 38.1 The University may suspend an Employee with or without pay in circumstances where the Employee is alleged to have engaged in misconduct, including Serious Misconduct.
- 38.2 The University will notify the Employee of the suspension in writing, including the grounds for suspension and requirements relating to access to the workplace, systems and facilities.
- 38.3 During any period of suspension, the Employee may be excluded from the University and denied access to University systems and facilities. Where necessary, the Employee will be permitted reasonable access to the University's systems and facilities for the preparation of his/her case and to collect personal property.

39. **Termination of Employment - Notice**

39.1 Any termination of employment at the initiative of the University will be in accordance with the terms of this Agreement.

39.2 The period of notice to terminate the employment of Academic Staff is three (3) months' notice, or the payment of equivalent salary instead of notice.

39.3 The period of notice to terminate the employment of Professional Staff is set out in the table below. The University may pay the equivalent salary instead of notice;

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

40. **Handling Serious Misconduct**

40.1 Where an Employee is alleged to have engaged in Serious Misconduct within the meaning of section 12 of the Act and regulation 1.07 of the Regulations the matter will be referred to the CEPD.

40.2 The CEPD will notify the Employee in writing and in sufficient detail to enable the Employee to understand any allegations and to properly consider and respond within ten (10) working days.

40.3 The CEPD will convene an independent panel of review. The independent panel of review will consist of an independent chair experienced in matters of Serious Misconduct, nominated by the Vice-Chancellor, who shall not be an Employee of the University, but shall be experienced in investigating findings of fact; a Vice-Chancellor appointee; and, an NTEU appointee.

40.4 The independent chair will be nominated by the Vice-Chancellor after consultation with the NTEU from a list agreed from time to time.

40.5 The independent panel of review will conduct their investigations and provide to the Vice-Chancellor findings of fact only.

40.6 Based on the report of the independent panel of review and any other relevant information provided by the CEPD, the Vice-Chancellor will determine whether the employment will or will not be terminated.

40.7 If the Vice-Chancellor terminates the Employee for Serious Misconduct, the termination takes effect immediately and without notice or payment in lieu.

PART C: ACADEMIC STAFF

41. Minimum Standards for Academic Levels

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

42. Casual Academic Staff

42.1 The following employment conditions apply to casual Academic Staff:

- (a) casual Academic Staff may have their employment terminated by the University on giving one (1) weeks' notice or payment instead of notice, calculated on average weekly hours over the semester;
- (b) casual Academic Staff will be given access to a desk, a mail box, electronic communication and photocopy facilities where these items are necessary for the efficient performance of duties; and
- (c) casual Academic Staff are not authorised to convene graduate courses.

42.2 Casual Academic Staff are not entitled to annual leave or personal leave under this Agreement.

Incidence of employment

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

Casual lecturing

42.4 A lecture includes the provision of education activities to a large group of students including teaching via equivalent modes of delivery to 'face to face' and of equivalent duration such as flexible, intensive, blended learning and via on-line/distance education media. A lecture provides students with an overview of essential knowledge and typically includes formal structured presentations.

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

Rate	Incidence	Base Rate formula
Rate A.	Basic lecture <ul style="list-style-type: none"> • one (1) hour of delivery and • two (2) hours of associated working time. 	AA x 3.
Rate B.	Developed lecture <ul style="list-style-type: none"> • one (1) hour of delivery and • three (3) hours of associated working time. 	AA x 4.
Rate C.	Specialised lecture (Distinguished Scholar) <ul style="list-style-type: none"> • one (1) hour of delivery and 	AA x 5.

Rate	Incidence	Base Rate formula
	<ul style="list-style-type: none"> four (4) hours of associated working time. 	
Rate D.	Repeat lecture (within the same teaching period) <ul style="list-style-type: none"> one (1) hour of delivery and one (1) hour of associated working time. 	AA x 2.

Casual tutoring

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

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

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

Casual marking

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

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

Other required academic activities

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

Base rates

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

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

Full subject coordination

42.10 'Full subject coordination' normally includes most or all of the following:

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

43. **Intellectual Freedom**

43.1 Subject to the University's Charter of Conduct and Values, the parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom for all Employees within the University. The University will encourage Employees to actively participate in its operations.

43.2 The University supports and upholds the concept and practice of intellectual freedom in accordance with the University's Charter of Conduct and Values, and within the limits of the charter, supports all Employees engaging in active and frank internal debate and the right of its Employees to freely participate in such debate.

43.3 For Academic Staff, intellectual freedom includes:

- (a) the right of all Academic Staff to pursue critical and open enquiry and to disseminate their views in areas of their academic expertise, within the law, without fear or favour;
- (b) the right of all Academic Staff to participate in professional and representative bodies, including the NTEU, and engage in community service without academic-related fear of harassment, intimidation and unfair treatment; and
- (c) procedures to protect Academic Staff from arbitrary dismissal for exercising the above rights.

44. **Academic Workload**

44.1 Unless stated otherwise, Executive Deans are responsible for allocating academic workloads in accordance with this clause 44. For the avoidance of doubt, this clause 44 does not apply to casual or sessional Academic Staff.

Principles

44.2 The Executive Dean will ensure that workload allocations and the supporting guidelines are governed by the principles of:

- (a) the faculty operational needs;
- (b) fairness and transparency;
- (c) enabling workload monitoring;
- (d) consideration of individual circumstances such as family responsibilities.

Workload Allocation

44.3 The Executive Dean will develop workload guidelines for the allocation of academic work in each faculty (or equivalent) with affected Employees. In doing so, the Executive Dean will oversee allocation of individual workloads having regard to:

- (a) workload allocation commensurate with the individual's level of appointment and performance required as set out in the University Policy - Performance Expectations for Academic Staff (PEAS);
- (b) flexibility in order to accommodate changing academic demands and strategic and operational priorities as well as fairness, equity, consistent and transparent implementation for an individual Employee;
- (c) the assigned student load in each unit as determined by the University;
- (d) an appropriate allowance for online, blended, flexible, intensive and other modes of teaching delivery;
- (e) sufficient time for an academic to establish or re-establish expertise in accordance with the PEAS; and
- (f) the most efficient manner in consideration of the student success and Employee well-being

44.4 A fulltime Academic Workload allocation spans the whole year on a basis of an annual availability of 1700 hours as follows:

- (a) a full-time workload of fifty-two (52 weeks) (1950 hours);
- (b) four (4) weeks of annual leave (150 hours);
- (c) holidays in accordance with clause 26 (100 hours);
- (d) the workload hours of 1700 hours assumes a full time Employee will take four (4) weeks annual leave within the relevant year;
- (e) pro-rata for part-time Employees; and

- (f) workloads will be adjusted on a pro-rata basis in appropriate circumstances such as significant periods of absences from the workplace not accounted for in workload allocation.

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

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

Available Hours (Fulltime)	Education Focused (EF) (hours)	Education Research (ER) (hours)	Research Focused (RF) (hours)
Annual availability	1700	1700	1700
Minimum annual allocation for professional development (pursuant to clause 44.9)	40	40	40
Minimum annual allocation for reflective practice, review, reporting and analysis of analytics	35	35	35
Maximum annual teaching allocation (pursuant to clause 44.7)	550	288	75
Allocation for research and other academic activities including teaching related activity. (see 44.6a for first year of employment)	1075	1335	1550

- (a) In addition to table 44.6, the first year of employment at UC includes an allocation for:

Familiarisation with systems, process and on-boarding	35	35	35
The allocation for research and other academic activities including teaching related activity is therefore reduced during the 1 st year of employment	1040	1300	1515

- (b) unless otherwise agreed, the distribution of the annualised individual teaching workload will not exceed twelve (12) hours per week for ER staff or seventeen (17) hours for EF staff per week;
- (c) allocation of hours for online delivery will be considered for equivalency of face to face delivery; and
- (d) teaching prior to 8:00am, after 9:30pm, and on weekends, will only be allocated with the agreement of the Employee.

Guide for Teaching and Teaching Related Activity

44.7 Teaching (face to face equivalence) includes, but is not limited to, the provision of education activities such as: lectures, tutorials, laboratory classes, design studios, seminars, demonstrations, clinical/ practicum sessions, on/ offshore fieldwork and includes teaching via equivalent modes of delivery and of equivalent duration such as flexible, intensive, blended learning and via on-line/ distance education media.

- 44.8 Teaching-related activity refers to essential activities that do not count towards the annual number of hours allocated to teaching and 'face to face' equivalence. These activities include, but are not limited to, monitoring, reviewing and improving unit and course performance including the use of data analytics, unit and course coordination, marking, student consultation, preparation, curriculum and materials development.
- 44.9 Professional development will be determined by reference to the Employee's personal development plan and the Performance Framework and must be approved by the Employee's Manager. The personal development plan will be recorded in the University endorsed system by the Employee.

Guidelines

- 44.10 In addition to clause 44.3 (workload allocation) the Executive Dean will ensure that;
- (a) the guidelines will provide sufficient time for Academic staff to perform their required duties within an average working week;
 - (b) the guidelines will be determined following consideration of the views of affected Academic Staff; and
 - (c) the guidelines will be finalised and published before the commencement of the new calendar year, to be used as a benchmark for the allocation of teaching loads within the faculty (or equivalent) on an annualised basis.

Off-shore work

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

Workload Review Process

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

45. Academic Availability

- 45.1 Academic Staff who are on duty but off campus must remain accessible and must wherever practicable give the Executive Dean (or their nominee) contact details, particularly if the Employee is not at their normal address.

- 45.2 Absences from duty must be covered by an approved leave application in accordance with this Agreement and relevant University policy.
- 45.3 Academic Staff must be available to students for consultation either on campus during teaching, study and examination periods or for off-campus teaching, via telephone and/or email. Student consultation times will be agreed with the Executive Dean (or nominee) and will be notified to students at the commencement of each semester. A notice must be placed either on the Academic Staff member's office door, the learning management system and/or on an approved University web site displaying these times and be consistent with the Academic Staff member's mode of teaching.
- 45.4 Because of the diversity of academic work and noting that there are no standard hours during which such work would normally be performed, the parties recognise the principle of Academic Staff being able to self-manage responsibly the distribution of work time. Reasonable campus attendance requirements may be negotiated with staff to ensure the requirements under this clause, and other workload matters are adequately addressed.
- 45.5 Where a conflict arises over an Academic Staff member's availability, the Employee may raise such a grievance in accordance with the provisions of this Agreement.
46. **Academic Supervisor**
- 46.1 The Executive Dean will appoint a supervisor to supervise an Academic Staff member (the 'Academic Supervisor').
- 46.2 An Academic Supervisor supports, guides and mentors an academic employee to develop and successfully implement a personal development plan that relates to the performance framework; the personal development plan must be approved by the academic employee's Manager.
- 46.3 The Academic Supervisor will be at least one (1) level above the Employee they are supervising, based on the standards described in *Schedule 4 - Minimum Standards for Academic Levels*, except that:
- (a) the Academic Supervisor of a staff member employed under Schedule 8 of this Agreement (*Contingent Continuing Employment for Academic Staff*) will be at least Associate Professor; and
 - (b) an Academic Staff member employed at Level E Professor will be appointed an Academic Supervisor who is no lower than Professor, and where possible, the Academic Supervisor for a Professor will have greater years' experience as a Level E than the staff member they supervise.
- 46.4 Where possible, the Academic Supervisor will be a member of the same faculty or University research centre in which the Academic Staff member is employed. In circumstances where there is no suitable Academic Supervisor within the academic unit, the Deputy Vice-Chancellor may appoint an Academic Supervisor from another academic unit in the University or from another University.
- 46.5 If an Academic Staff member is dissatisfied with the appointment of their Academic Supervisor, they may request a review of the decision. The Deputy Vice-Chancellor will conduct the review, where possible. The Deputy Vice-Chancellor's review will be undertaken in an expeditious manner, taking into account all relevant information made available to them. The Deputy Vice-Chancellor's decision following their review will be final.
47. **Resignation - Academic Staff**
- 47.1 Continuing and contingent continuing Academic Staff may resign from their employment by giving at least three (3) months' notice.
- 47.2 Fixed-term Academic Staff may resign by giving at least one (1) months' notice.

47.3 The University may agree to a shorter notice period. If an Employee does not serve the full notice period, the University may deduct from the Employee's final salary an amount equivalent to the shortfall in written notice.

48. **Redundancy - Academic Staff**

48.1 In circumstances where the University determines that an Employee's position has become, or is likely to become, excess to the University's requirements for reasons of an economic, technological, structural or similar nature, the University will inform the Employee and their Chosen Representative(s) as soon as possible. The Academic Staff and their Chosen Representative(s) will be given the following information:

- (a) the proposed terminations and the reasons;
- (b) the number and categories of Employees likely to be affected; and
- (c) the period when the University intends to carry out the terminations.

48.2 Subject to operational requirements and the need to retain flexibility, the University recognises the importance of redeployment and will seek to explore potential redeployment opportunities before offering staff members the opportunity to elect a redundancy, provided that:

- (a) nothing in this clause requires the University to first attempt to redeploy a staff member before offering the staff member the opportunity to elect redundancy and/or seek redeployment; and
- (b) nothing in this clause requires an employee to first seek redeployment before being offered the opportunity to elect a redundancy.

48.3 The University will give the Employee(s) and their Chosen Representative(s) an opportunity to consult on:

- (a) measures to avert or minimise the proposed terminations; and
- (b) measures to mitigate the adverse effects of the proposed terminations, including where appropriate redeployment, voluntary early retirement, voluntary separation in accordance with this clause, natural attrition, fixed-term pre-retirement contract, leave without pay, voluntary variation to part-time employment, long service leave or secondment.

48.4 The University will give the Employee an opportunity to respond and/or express interest for a voluntary redundancy.

48.5 An Employee who has been informed that their position is excess to the University's requirements under this clause will be given eight (8) weeks to apply for a voluntary redundancy. Such applications may be made to the Vice-Chancellor. On receipt of an application to take a voluntary redundancy, the Vice-Chancellor is required to inform the Employee of their decision to grant or refuse the application within seven (7) days.

48.6 Where an application for voluntary redundancy is granted, the Employee will be entitled to:

- (a) three (3) weeks' pay per year of University service for the first ten (10) years of service and two (2) weeks' pay per year of University service for subsequent years of service, calculated to the nearest completed month, within a maximum entitlement of sixty (60) weeks Where an Employee has completed between one (1) and (2) years of service, they will be entitled to four (4) weeks' pay in accordance with s119(2) of the Act;
- (b) pro-rata long service leave;

- (c) a minimum eighteen (18) weeks further employment from the date of acceptance of an application for voluntary redundancy. By agreement between the University and the Employee, all or part of the period of further employment may be waived and the Employee will receive payment for the balance of the further employment period or four weeks' pay, whichever is the lesser;
 - (d) all voluntary separation payments under this clause will be calculated on the Employee's salary at the date of termination of employment; and
 - (e) the voluntary separation benefits under this clause replace any notice period, access to a scheme of redeployment or other redundancy benefit in this Agreement.
- 48.7 In circumstances where the Employee has not applied for a voluntary redundancy, the Vice-Chancellor may advise the Employee that a decision has been made to terminate their employment on the basis that their position is excess to the requirements of the University.
- 48.8 An Employee who is made redundant will be given further employment from the date of the notice of termination as follows:
- (a) twelve (12) months, where the Employee is over forty (40) years of age; or
 - (b) six (6) months in any other case.
- 48.9 Once the foregoing steps of this clause have been exhausted and at the conclusion of any further employment period as per clause 48.8, the Vice-Chancellor may retrench an excess Employee on giving three (3) months' notice or payment in lieu of notice. Payments due on retrenchment are:
- (a) eight (8) weeks' severance pay (or in accordance with the NES); and
 - (b) pro-rata long service leave and recreation leave.
- 48.10 An Employee who has been given notice of a decision to terminate employment on the basis their position is excess to the requirements of the University may, within ten (10) working days of receiving such notice, lodge an application for review of the decision with the Vice-Chancellor. On receipt of such an application, the Vice-Chancellor will conduct a review of the decision and notify the Employee of the outcome of that review within a reasonable timeframe. All reviews conducted by the Vice-Chancellor are final and not subject to further review. If the Vice-Chancellor upholds the decision, the notice period in clause 48.8 applies.

PART D: PROFESSIONAL STAFF

49. Attendance

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

50. Ordinary Hours

50.1 Ordinary hours of work for Professional Staff will be typically:

- (a) thirty-five (35) hours per week;
- (b) Monday to Friday, excluding holidays; and
- (c) between the span of hours of 7.00 a.m. and 7.00 p.m. unless otherwise specified in this clause.

50.2 The ordinary span of hours for Professional Staff as set out in subclause 50.1 may be varied in appropriate cases, such as:

- (a) University Open Days; and
- (b) University Graduation Ceremonies.

51. Casual Professional Staff

51.1 Casual Professional Staff are employed by the hour and paid the ordinary hourly rate derived from the salary applicable to 'Step 1' of the appropriate position classification for the work performed as set out in Schedule 1. A loading is paid in addition to the ordinary hourly rate, unless otherwise specified in this Agreement. The loading paid to casual Professional Staff is incorporated into the hourly rates, as set out in Schedule 2, and is paid instead of benefits not provided to casual Professional Staff, including all leave entitlements, penalties and loadings unless otherwise specified in this Agreement.

51.2 Casual Employees are not entitled to annual leave or personal leave under this Agreement.

51.3 Where scheduled for further work the employment of casual Professional Staff may be terminated on giving one (1) working days' notice or payment for seven (7) hours work instead of notice.

51.4 The minimum period of engagement for casual Professional Staff is three (3) hours, except for those persons listed below, where a one (1) hour minimum engagement may apply:

- (a) students of the University engaged on any Monday to Friday during the main teaching weeks of the University other than public holidays as applied at the University;
- (b) persons with a primary occupation elsewhere (or with the University);
- (c) persons engaged to perform tasks as note takers assisting people with a disability, examination invigilators, security, building and maintenance trades, nursing and gardening; and
- (d) casual Professional Staff who, for personal reasons, request an engagement of less than three (3) hours.

51.5 Overtime will be payable to casual Professional Staff in respect of work in excess of seven (7) hours, on any one day. In respect of such excess, the Employee will receive the overtime rates provided in this Agreement instead of the casual loading.

52. **Flexitime**

52.1 Professional Staff below UC8 (except for Shiftworkers and Employees working a nine (9) day fortnight) may access flexitime arrangements under University policy. The University will administer these arrangements in a way which meets the University's operational requirements and responsibilities. Where possible, the University will take into consideration the individual needs of the Employee.

53. **Overtime and Time Off In Lieu**

53.1 Professional Staff are eligible for payment of overtime penalty rates or time off in lieu when they have been directed by the University or subsequently approved to work:

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

53.2 The following categories of Employees are not eligible for overtime:

- (a) Shiftworkers; and
- (b) Employees working Emergency Duty (except in exceptional circumstances, see clause 60); and
- (c) Employees at or above UC Level 8; and
- (d) Employees in receipt of a loading instead of overtime.

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

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

Part-time Employees

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

Time off in lieu instead of overtime payment

53.6 An Employee may request to take time off in lieu rather than receive overtime payments for additional hours worked. In such circumstances, 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.

Note: For example, four (4) hours overtime worked at double time is equal to eight (8) hours time off instead of overtime payment.

53.7 An Employee may request a written statement of any agreement made under this sub-clause.

53.8 The maximum number of hours of time off in lieu that may be accumulated will be thirty-five (35) hours. Where an Employee has accrued more than thirty-five (35) hours of time in lieu, the Employee will be paid overtime rates for any further overtime hours. Payment will be made at the rate applicable at the time that the overtime was worked.

53.9 Time off in lieu will be taken at a mutually agreed time within three (3) months of the time that the overtime was worked.

Overtime Rates

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

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

Sunday duty

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

Overtime - minimum payment

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

53.13 For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods are to be disregarded.

53.14 A period of overtime work which is performed over midnight is taken to be one (1) period of work. If one day (either side of midnight) attracts a higher penalty rate, the entire period of overtime will be at the higher rate.

Overtime meal allowance

53.15 Where an Employee is:

- (a) required to work more than two (2) hours overtime after completion of the Employee's ordinary hours of work; or
- (b) required to perform duty on a Saturday, Sunday or on a Public Holiday, in addition to the Employee's normal weekly hours of work; then

the Employee will be entitled to an overtime meal allowance of \$28.09.

53.16 Overtime meal allowance will be increased in accordance with salary increases payable under this Agreement.

Rest relief after overtime

- 53.17 An Employee who works approved overtime is entitled to a minimum of ten (10) hours break before re-commencing duty. Where the Employee's ordinary working time commences less than ten (10) hours after the Employee has finished work, they will not be required to attend work until that period has elapsed.
- 53.18 In circumstances where it is impossible to release an Employee for ten (10) consecutive hours between periods of duty, the Employee will be paid at least double time for all hours worked on commencement of duty until able to take a ten (10) hour break.
54. **Shift Work**
- 54.1 This clause applies to Professional Staff only and does not apply to Employees who are engaged in a classification at or above UC Level 8 (including Employees acting in such positions).
- 54.2 Where the University requires an Employee to undertake shift work, the relevant clauses of the applicable Modern Award will apply.
55. **Emergency Duty and On-Call Duty**
- 55.1 Professional Staff engaged in a classification at or above UC Level 8 (including Employees acting in such positions) or paid a loading for emergency duty are not entitled to emergency duty payment except in exceptional circumstances.
- 55.2 Where an Employee is required to work to meet an emergency and no notice of such requirement was given to the Employee before ceasing ordinary duty for the day:
- (a) the Employee will be paid for such emergency duty at the rate of double time;
 - (b) the Employee will be paid for time necessarily spent in travelling to and from duty;
 - (c) the minimum payment under this clause will be for three (3) hours at double time;
 - (d) the Employee may be relieved from duty on the Employee's next scheduled time of duty, for a period not exceeding the number of hours extra duty worked, without loss of pay, for the duty scheduled but not worked; and
 - (e) there will be a break of twenty (20) minutes taken at the end of every four (4) hours and such breaks will be paid for as time worked.
- 55.3 This clause will not apply to Employees whose duty for the day is varied by alteration to the commencement of a scheduled shift to meet an emergency, in which case overtime may be payable.
- 55.4 The University may require Employees engaged in information technology and related activities to be available on-call at rates prescribed below. Wherever possible, Employees will be given at least two (2) weeks' notice of any on-call requirement. Where the University does not give two (2) weeks' notice to an Employee, the University will not require the Employee to undertake the shift work if, on the provision of information by the Employee about any mitigating circumstances, it is satisfied that the Employee cannot work such an arrangement.
- 55.5 Employees are entitled to an on-call allowance of \$2297.67 where they are required to be on-call for up to ten (10) weeks per twelve (12) month period as nominated by the University. If an Employee is required to work more than ten (10) weeks on-call during any twelve (12) month period the Employee will be paid an additional \$229.76 for each extra week.
- 55.6 The on-call allowance will be increased in accordance with the salary increases provided under this Agreement.

56. **Hourly Rate**

56.1 'Ordinary hourly pay rate' = $\frac{\text{Annual Salary}}{365.25} \times \frac{7}{35}$

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

57. **Professional Staff Workloads**

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

57.2 Professional staff workloads will be allocated consistent with the following principles:

- (a) the University will endeavour to allocate workloads in a fair and equitable manner taking into consideration the Employee's level of employment, the nature of their duties and their total responsibilities;
- (b) Employee(s) responsible for originating and implementing new initiatives will give fair and proper consideration to workload implications; and
- (c) an Employee's inability to meet unreasonable workloads does not constitute unsatisfactory performance.

57.3 Subject to provisions of this Agreement that afford the University flexibility to meet operational requirements, Employees will be allocated a workload that is manageable within an Employee's ordinary hours of work. No Employee will be required to regularly work overtime.

57.4 A Professional Staff member who considers that their workload is unreasonable may seek a review with their Manager. If the matter remains unresolved, it will be referred to the Manager's Manager who will investigate the issue and where appropriate, initiate action to address the problem.

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

57.6 If following completion of the process prescribed in this clause and the Professional Staff member's concerns remain unresolved, the Professional Staff member may utilise the dispute resolution procedure set out in clause 9 of this Agreement.

57.7 Professional Staff are entitled to access a minimum of forty (40) hours of relevant professional development per year.

- (a) Relevant professional development will be determined by reference to the Employee's personal development plan and the performance framework, and must be approved by the Employee's Manager.
- (b) The personal development plan will be recorded in the University endorsed system by the Employee.
- (c) Pro-rata for fractional or part-time Employees.

58. **Position Classification and Broadbanding**

Reclassification of positions

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

Broadbanding of position classifications

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

Types of broadband

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

Position-based broadbanding

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

Individual-based broadbanding

- 58.6 An Employee occupying a position classified under this clause may apply to have their position classification broadbanded to the next higher classification level. Conditions and procedures applying to individual broadbanding are set out in University policy.
- 58.7 Individual broadbanding will be approved subject to satisfaction of the following conditions:
- (a) work at the higher level must be genuinely required;
 - (b) immediately preceding the application the Employee has had at least one (1) year of continuous service at the top of the salary range for a position to which they have either been appointed or reclassified;
 - (c) the Employee must be able to demonstrate competency in performing the full duties of a higher level position and/or the acquisition of higher level skills useful to the University;
 - (d) if the application is approved the Employee may be required to perform duties appropriate to all classifications within the broadband; and
 - (e) individual broadbanding will not be available to an Employee,

- (i) whose position classification has been broadbanded, or is to be broadbanded (for example, position-based broadbanded has been approved or a previous individual broadband exists);
- (ii) who is engaged at a classification at or above UC Level 8; or
- (iii) who is paid a personal salary that exceeds the top of the salary range for their substantive classification.

58.8 Employees who wish to apply for individual broadbanded should discuss the application with their Manager in the first instance. In consultation with the Employee and the Manager, the relevant Manager will recommend one (1) of the following:

- (a) approval of the individual broadband;
- (b) a development program addressing the requirements set out in sub-clause 58.7 above; or
- (c) the application be denied if there is no reasonably foreseeable need for work at the higher level.

58.9 If the Manager recommends approval of the individual broadband the recommendation will be made to the relevant Executive Staff member for final approval.

59. **Resignation – Professional Staff**

59.1 Continuing Employees may resign from their employment by giving at least four (4) weeks' written notice, unless otherwise agreed between the Employee and the University.

59.2 Fixed-term Employees may resign by giving at least one (1) weeks' written notice.

60. **Redundancy – Professional Staff**

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

60.2 Subject to operational requirements and the need to retain flexibility, the University recognises the importance of redeployment and will seek to explore potential redeployment opportunities before offering staff members the opportunity to elect a redundancy, provided that:

- (a) nothing in this clause requires the University to first attempt to redeploy a staff member before offering the staff member the opportunity to elect redundancy and/or seek redeployment; and
- (b) nothing in this clause requires an Employee to first seek redeployment before being offered the opportunity to elect a redundancy.

60.3 Once an Employee has been given notice that their position is to be declared excess, they will be provided two (2) weeks to consider whether they wish to elect a redundancy, or seek redeployment as described below.

60.4 An Employee who expresses interest for redeployment opportunities will undergo an eight (8) week placement period with the University to determine if any suitable redeployment opportunities exist. The University will make reasonable attempts to redeploy the Employee into a position that is similar to the Employee's existing position, taking into account the Employee's skills and experience. No Employee may be redeployed involuntarily under this clause 60.

- 60.5 An Employee who is successfully redeployed, but into a position at a level lower than their previous salary level, or smaller fraction of employment on a continuing basis, will receive salary maintenance at their previous rate of pay or employment fraction for a period of six (6) months. Following this period, the Employee will be paid at the top step of the level, or the smaller employment fraction for the position into which they have been redeployed. Subject to the rules of the relevant superannuation fund and the Employee electing to maintain Employee contributions, employer superannuation contributions will be maintained at the classification level and fraction that would have been paid if the redeployment had not occurred.
- 60.6 Where an Employee does not elect to be redeployed, the CEPD may give thirteen (13) weeks' written notice to the Employee that their employment will be terminated on the basis that their position is excess to the requirements of the University.
- 60.7 Where an Employee elects to be redeployed under this clause, but is not redeployed by the end of the placement period specified in clause 60.4, the CEPD may give thirteen (13) weeks' notice (less any placement period under this clause) to the Employee that their employment will be terminated on the basis that their position is excess to the requirements of the University.
- 60.8 An Employee who elected to be redeployed (but was unable to be redeployed) will be entitled to:
- (a) outplacement support up to a maximum value of \$500, subject to proof of expenditure; and
 - (b) reasonable access to leave to attend job interviews or other job search activities, subject to provision by the Employee of documentary evidence of the activity.
- 60.9 An Employee who is made redundant will be entitled to:
- (a) three (3) weeks' pay per year of University service for the first ten (10) years of service and two (2) weeks' pay per year of University service for subsequent years of service, calculated to the nearest completed month, within a maximum entitlement of sixty (60) weeks. Where an Employee has completed between one (1) and (2) years of service, they will be entitled to four (4) weeks' pay in accordance with s119(2) of the Act;
 - (b) pro-rata long service leave;
 - (c) recreation leave credits; and
 - (d) pay instead of some or all of the applicable notice of redundancy as provided above.
- 60.10 An Employee who is notified of a decision to terminate their employment on the basis that their position is excess to the University, may apply for a review of the decision in accordance with the dispute resolution procedures in this Agreement.

PART E: SENIOR MANAGERS

61. Senior Manager Agreements

- 61.1 The University may, in accordance with this clause enter into a performance-based contract with Senior Managers employed in the manner described below, that sets out key performance criteria or targets which must be met within defined time-frames or under defined circumstances (a "Senior Manager Agreement").
- 61.2 A 'Senior Manager' includes:
- (a) head of Co-operative Research Centre, University Research Centre or equivalent positions as approved by the Vice-Chancellor;
 - (b) Academic Staff employed in managerial positions and paid in excess of \$212,284 per annum as at the time this Agreement is made indexed to the salary increases specified in clause 18;
 - (c) Professional Staff paid salary above UC Level 10 step 3.
- 61.3 An Employee may hold a Senior Manager position substantively or on a temporary basis.
- 61.4 The University will not appoint any Professional Staff at UC Level 11 or 12 under the life of this Agreement. Employees who are appointed to positions with a salary above UC Level 10 step 3 during the life of this Agreement will be engaged under a Senior Manager Agreement.
- 61.5 Where the University intends to offer an Employee a Senior Manager Agreement in accordance with this clause it must:
- (a) advise the Employee that they may choose a Chosen Representative which may include a Union representative, to negotiate the terms of a Senior Manager Agreement on their behalf; and
 - (b) provide the Employee with access to this Agreement.
- 61.6 Where an Employee enters into a Senior Manager Agreement pursuant to this clause 61, the following clauses or parts of this Agreement will not apply to the employment covered by the Senior Manager Agreement:
- (a) clause 9 - Grievance and Dispute Resolution;
 - (b) clause 18 - Salary Increases;
 - (c) clause 39 - Termination of Employment (Notice);
 - (d) clause 50 - Ordinary hours; and
 - (e) clause 53 - Overtime and Time Off In Lieu.
- 61.7 The termination of an Employee under a Senior Manager Agreement will be in accordance with Division 11 of Part 2-2 of the Act, except that the required period of notice will be stated in the Senior Manager Agreement and will be a minimum of three (3) months. Where any Senior Manager Agreement pursuant to this clause involves a probation period that probation period will be no less than three (3) months (where the length of probation is not expressly stated).

Schedules

Schedule 1 - Staff Salaries

ACADEMIC STAFF SALARIES	STEP	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
		1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
Academic Level A	Step 1	68,386	69,617	70,835	72,075
(Associate Lecturer)	Step 2	72,230	73,530	74,817	76,126
	Step 3	76,069	77,438	78,793	80,172
	Step 4	79,920	81,359	82,782	84,231
	Step 5	83,050	84,545	86,024	87,530
	Step 6	86,169	87,720	89,255	90,817
	Step 7	89,298	90,905	92,496	94,115
	Step 8	92,425	94,089	95,735	97,411
Academic Level B	Step 1	97,232	98,982	100,714	102,477
(Lecturer)	Step 2	100,841	102,656	104,453	106,281
	Step 3	104,439	106,319	108,180	110,073
	Step 4	108,050	109,995	111,920	113,878
	Step 5	111,603	113,612	115,600	117,623
	Step 6	115,159	117,232	119,283	121,371
Academic Level C	Step 1	118,714	120,851	122,966	125,118
(Senior Lecturer)	Step 2	122,277	124,478	126,656	128,873
	Step 3	125,835	128,100	130,342	132,623
	Step 4	129,395	131,724	134,029	136,375
	Step 5	132,949	135,342	137,711	140,121
	Step 6	136,515	138,972	141,404	143,879
Academic Level D	Step 1	142,438	145,002	147,539	150,121
(Associate Professor)	Step 2	147,180	149,829	152,451	155,119
	Step 3	151,927	154,662	157,368	160,122
	Step 4	156,668	159,488	162,279	165,119
Academic Level E	Step 1	182,765	186,055	189,311	192,624
(Professor)					

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

* The rates shown in these columns are based on the minimum increase of 1.75%. This figure may be higher, as per clause 18.2.

Schedules

PROFESSIONAL STAFF SALARIES	STEP	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
		1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
UC LEVEL 1	Step 1	47,924	48,787	49,640	50,509
	Step 2	48,990	49,872	50,745	51,633
	Step 3	50,054	50,955	51,847	52,754
UC LEVEL 2	Step 1	51,651	52,581	53,501	54,437
	Step 2	52,988	53,942	54,886	55,846
	Step 3	54,205	55,181	56,146	57,129
UC LEVEL 3	Step 1	54,312	55,290	56,257	57,242
	Step 2	56,438	57,454	58,459	59,482
	Step 3	58,572	59,626	60,670	61,731
	Step 4	60,703	61,796	62,877	63,977
	Step 5	62,963	64,096	65,218	66,359
UC LEVEL 4	Step 1	63,365	64,506	65,634	66,783
	Step 2	65,628	66,809	67,978	69,168
	Step 3	67,886	69,108	70,317	71,548
UC LEVEL 5	Step 1	68,426	69,658	70,877	72,117
	Step 2	70,678	71,950	73,209	74,491
	Step 3	72,940	74,253	75,552	76,875
	Step 4	75,339	76,695	78,037	79,403
	Step 5	77,742	79,141	80,526	81,936
UC LEVEL 6	Step 1	78,272	79,681	81,075	82,494
	Step 2	80,268	81,713	83,143	84,598
	Step 3	82,266	83,747	85,212	86,704
	Step 4	84,258	85,775	87,276	88,803
UC LEVEL 7	Step 1	86,252	87,805	89,341	90,905
	Step 2	88,652	90,248	91,827	93,434
	Step 3	91,051	92,690	94,312	95,962
	Step 4	93,441	95,123	96,788	98,481
UC LEVEL 8	Step 1	96,903	98,647	100,374	102,130
	Step 2	100,629	102,440	104,233	106,057
	Step 3	104,360	106,239	108,098	109,989
	Step 4	108,083	110,029	111,954	113,913
UC LEVEL 9	Step 1	112,807	114,838	116,847	118,892
	Step 2	115,433	117,511	119,567	121,660
	Step 3	118,061	120,186	122,289	124,429
UC LEVEL 10	Step 1	121,118	123,298	125,456	127,651
	Step 2	123,318	125,538	127,735	129,970
	Step 3	125,414	127,672	129,906	132,179

Schedules

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

PROFESSIONAL STAFF SALARIES	STEP	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
		1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
UC LEVEL 11	Step 1	127,666	129,964	132,238	134,553
	Step 2	132,460	134,844	137,204	139,605
	Step 3	137,254	139,725	142,170	144,658
	Step 4	142,045	144,602	147,132	149,707
UC LEVEL 12	Step 1	152,951	155,704	158,429	161,201
	Step 2	158,578	161,432	164,258	167,132
	Step 3	164,203	167,159	170,084	173,060
	Step 4	169,831	172,888	175,914	178,992

ALLOWANCES	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
	1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
All staff:				
First aid allowance	704.01	716.68	729.22	741.99
Professional Staff only:				
Emergency duty-on call yearly rate	2297.68	2339.04	2379.97	2421.62
Professional Staff only:				
Meal allowance	28.10	28.61	29.11	29.62

* The rates shown in these columns are based on the minimum increase of 1.75%. This figure may be higher, as per clause 18.2.

Schedules

Schedule 2 - Casual Rates and Activity

CASUAL RATES – ACADEMIC STAFF	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
Base Rate Code	1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
AA	64.41	65.57	66.72	67.88
BB	55.07	56.06	57.04	58.04
CC	46.14	46.97	47.79	48.63
Rate A	193.24	196.72	200.16	203.66
Rate B	257.65	262.29	266.88	271.55
Rate C	322.07	327.87	333.60	339.44
Rate D	128.82	131.14	133.43	135.77
Rate E	138.42	140.91	143.38	145.89
Rate F	92.28	93.94	95.59	97.26
Rate G	165.15	168.12	171.06	174.06
Rate H	110.09	112.07	114.03	116.03
Rate M	64.41	65.57	66.72	67.88
Rate N	47.18	48.03	48.87	49.72
Rate O	55.07	56.06	57.04	58.04
Rate P	46.14	46.97	47.79	48.63

CASUAL RATES – PROFESSIONAL STAFF	first full pay period after 1 Jan 2019	first full pay period after 1 Jan 2020	first full pay period after 1 Jan 2021*	first full pay period after 1 Jan 2022*
Base Rate Code	1.9%	1.8%	CPI or 1.75%	CPI or 1.75%
Casual Loading	25%	25%	25%	25%
UC Level 1	32.81	33.40	33.99	34.49
UC Level 2	35.37	36.01	36.64	37.19
UC Level 3	37.18	37.85	38.51	39.09
UC Level 4	43.37	44.15	44.92	45.60
UC Level 5	46.83	47.67	48.51	49.23
UC Level 6	53.57	54.53	55.49	56.32
UC Level 7	59.03	60.09	61.14	62.06
UC Level 8	66.33	67.52	68.71	69.74
UC Level 9	77.22	78.61	79.99	81.19
UC Level 10	82.97	84.46	85.94	87.23

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

* The rates shown in these columns are based on the minimum increase of 1.75%. This figure may be higher, as per clause 18.2.

Schedules

Schedule 3 - Professional Staff Position Classification Standards

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

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

Definition 2	Qualifications
Within the Australian Qualifications Framework,	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

Schedules

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

Schedules

University of Canberra Level 1

Training level or qualifications

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

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

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Schedules

University of Canberra Level 2

Training level or qualifications

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

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

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

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

Typical activities

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

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

Schedules

University of Canberra Level 3

Training level or qualifications

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

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

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

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;

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- assist with the preparation of specimens;
- assist with the feeding and care of animals.

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

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

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

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University of Canberra Level 4

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

In trades positions, use extensive diagnostic skills.

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

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

Typical activities

In trades positions:

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

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In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

In administrative positions:

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

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University of Canberra Level 5

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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In technical positions:

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

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

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

In administrative positions:

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

In professional positions and under general supervision:

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

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University of Canberra Level 6

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;

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- assist honours and postgraduate students with their laboratory requirements;
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget in a school or small Academic Division.

In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

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University of Canberra Level 7

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Schedules

University of Canberra Level 8

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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University of Canberra Level 9

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

- Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

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- Provide senior administrative support to the more complex schools and Academic Divisions, taking into account the size, budget, course structure, external activities and management practices within the Academic Division or equivalent unit.

University of Canberra Level 10

Training level or qualifications

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

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Schedules

Schedule 4 - Minimum Standards for Academic Levels

Introduction

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

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the 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 the University's promotion processes.

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

Teaching and research Academic Staff

Level A

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

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

Level B

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

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

Level C

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

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

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Level D

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

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

Level E

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

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

Research Academic Staff

Level A

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

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

Level B

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

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

Level C

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

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

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

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Level D

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

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

Level E

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

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

Schedules

Schedule 5 - Grievance Resolution Procedure

1. Purpose

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

2. Scope

- 2.1 This procedure applies to all University Employees who are employed under the *University of Canberra Enterprise Agreement 2015 - 2018* (the **Enterprise Agreement**).

3. Principles

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

4. Procedure

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

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Grievance Procedure

Stage 1 - Informal Stage

1. The Employee will, as soon as practicable, raise the matter with their immediate Manager.
2. If the matter involves an allegation concerning the immediate Manager, then an alternative Manager or the Office of the Chief Executive, People and Diversity (**CEPD**) will be assigned to handle the grievance.
3. A meeting will be arranged with all relevant parties, including the CEPD (or their nominee or Chosen Representative), who will mediate a discussion about the allegation/s or issue/s and attempt to resolve the grievance informally.
4. If the meeting does not occur within ten (10) working days or Employee is not satisfied with the outcome of the discussion, the Employee may lodge formal notification of their grievance to the CEPD outlining:
 - a. details of the grievance;
 - b. actions taken to resolve the grievance; and
 - c. desired outcome/resolution to address the grievance.

Stage 2 - Resolution Officer

1. The CEPD will, within ten (10) working days of receipt of the grievance, make relevant enquiries into the substance of the complaint in order to determine whether there is, prima facie, a genuine grievance and to ascertain the nature of the grievance. This may include gathering of documents the Employee has to substantiate the grievance and identifying possible witnesses who may be able to assist.
2. If the CEPD has determined that there is not, prima facie, a genuine grievance, the Employee will be notified in writing and no further action will be taken. The CEPD may notify other parties whose actions or decisions formed the substance of the grievance, if applicable.
3. If the CEPD determines that there is a genuine grievance, then the CEPD will appoint an independent person as the Resolution Officer (**RO**) to investigate the grievance. The RO may be a person external to the University. In appointing a RO, the CEPD will ensure that:
 - (a) the RO's skills, expertise and/or knowledge are relevant to the nature of the grievance;
 - (b) there is no conflict of interest; and
 - (c) the Employee does not object to the appointment.
4. The Employee must not unreasonably refuse the appointment of a RO. If, after reasonable attempts to find an agreed RO, the Employee continues to dispute the appointment, the CEPD may appoint a RO of the CEPD's choosing.
5. The RO will investigate the matter and attempt to facilitate a fair and reasonable conclusion to the grievance as quickly as possible. The RO may mediate the grievance directly, refer the matter to an Employee trained in mediation, or to an external mediation service.
6. If the grievance is not resolved within a reasonable timeframe (usually no longer than ten (10) working days), the RO must provide a written report to the CEPD and provide a copy to the Employee.
7. The CEPD must make a decision on the grievance having due regard to the report of the RO. The CEPD may seek advice as appropriate to assist in making a decision.
8. The CEPD will inform the Employee and any other parties to the dispute of his/her decision.
9. The decision of the CEPD will be final and is not subject to further review or appeal. If the Employee is not satisfied with the outcome of the grievance, they may seek assistance through an external body, such as the Ombudsman.

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Schedule 6 - Handling Misconduct Procedure

1. Purpose

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

2. Scope

- 2.1 This Schedule applies to all University Employees who are employed under the *University of Canberra Enterprise Agreement 2019 - 2022* (the **Agreement**), except casual Employees and Employees on probation.
- 2.2 Where an Employee has engaged in Serious Misconduct, clause 40 of the Agreement will apply.
- 2.3 The University may also handle frivolous or vexatious complaints in accordance with the procedure set out below.

3. Standard of Proof and Investigation

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

4. Allegations of bias

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

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

- 5.1 The University has specific responsibilities under the *Australian Code for the Responsible Conduct of Research* (the **Code**).
- 5.2 Where a supervisor receives a complaint or otherwise forms the view that an Employee's behaviour could constitute research misconduct, the procedures set out in this Schedule will apply.
- 5.3 Where an Employee has engaged in Serious research misconduct, clause 40 of the Agreement will apply.
- 5.4 Where the University and the NTEU agree that the allegations of research misconduct appear to involve action in concert between Employees of more than one (1) employer, and each such employer is, in respect of the relevant Employees, covered by an Enterprise Agreement to which the NTEU is a party, the relevant CEOs of the employers, and the NTEU, may agree in writing that a joint investigation and inquiry be held. The procedures for such a joint investigation and inquiry shall be agreed in writing, and where this occurs, those procedures shall apply in substitution for the procedures otherwise.

6. Procedure

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

Schedules

Handling Misconduct

Stage 1 - Informal Counselling

- The Employee's Manager receives a complaint or is otherwise made aware of an issue relating to an Employee's conduct.
- The Manager will arrange to have a meeting with the Employee to discuss their conduct.
- If the conduct is minor, the Manager will discuss the matter with the Employee and undertake informal counselling or coaching with the Employee. The Manager will provide guidance to the Employee about acceptable standards of behaviour and reiterate the University's expectations in relation to the Employee's conduct.
- The Manager will make a file note of the discussion and provide a copy of the file note to the Employee.

Stage 2 - Further Counselling if conduct is repeated and/or unresolved

- The Manager will arrange to have a further meeting with the Employee to discuss their conduct.
- The Manager will reiterate to the Employee the University's expectations in relation to acceptable standards of behaviour and offers the Employee an opportunity to provide a response, including information regarding any mitigating circumstances that would otherwise impact on the Employee's ability to meet the required standard of behaviour. The Manager will also inform the Employee that they may be subject to further action if the conduct continues.
- The Manager will make a file note of the discussion and provide a copy of the file note to the Employee. A copy of the file note may also be placed on the Employee's personnel file.

Stage 3 – Investigation

Allegation/s of misconduct other than research misconduct

- In circumstances where the conduct is repeated, the facts are contested or the complaint about the Employee is of a serious nature, the University may undertake an investigation into the alleged conduct.
- The Employee will be notified as soon as practicable after the decision to undertake an investigation is made. An independent investigator will be nominated by the CEPD to conduct the investigation.
- The investigator will inform the Employee of the allegation/s in writing and offer the Employee a reasonable opportunity to provide a response. The Employee may provide a written response or attend an interview, but is under no obligation to provide a response to the allegation/s.
- The investigator may conduct interviews and make enquiries as they see fit for the purpose of carrying out the investigation.
- The investigator will consider all the available information and evidence before them, test the evidence against the allegations and weigh the evidence accordingly.
- After assessing the available information and evidence against the allegation/s, the investigator will make findings of fact in relation to each allegation, including an indication of whether the allegation is substantiated or unsubstantiated, or if a finding cannot be made (inconclusive)

Allegations of research misconduct

- In circumstances where the conduct is repeated, the facts are contested or the complaint about the Employee is of a serious nature, the University may undertake an investigation consistent with the provisions of the Code into the alleged conduct.

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

Stage 4 - Disciplinary Action

Allegations of misconduct other than research misconduct

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

Allegations of research misconduct

- The investigation panel will inform CEPD and DVC – Research and Innovation of the outcome of the investigation and whether the alleged conduct is substantiated.
- In circumstances where the alleged conduct is substantiated, the DVC – Research and Innovation will chair and convene an independent panel to determine the actions limited to:
 - formal warning;
 - training or re-training;
 - withholding of an increment for one year;
 - reduction in salary;
 - reduction in classification level;
 - reallocation of responsibilities related to the research in question;
 - communication to all relevant stakeholders, publishing bodies and grant authorities.

Schedules

- The independent panel will include a University nominated Professor, and; an NTEU appointee.
- The DVC – Research and Innovation will advise the Employee of the outcome of the investigation and the proposed disciplinary action. The Employee will be provided with a reasonable opportunity to respond to the proposed disciplinary action and to make further submissions (for example, five (5) days).
- If the DVC – Research and Innovation is satisfied that, in all the circumstances, the disciplinary action is reasonable, the DVC will notify the Employee of their decision to commence such disciplinary action in accordance with this procedure.

7. Review of decision

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

Schedules

Schedule 7 - Managing Underperformance Procedure

1. Purpose

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

2. Scope

- 2.1 This Schedule applies to all University Employees who are employed under the *University of Canberra Enterprise Agreement 2019 - 2022* (the **Agreement**), except casual Employees and Employees on probation.

3. Preliminary steps

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

4. Procedure

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

Schedules

Managing Underperformance

Stage 1 - Informal Counselling

- The Employee's Manager identifies that the Employee is underperforming.
- The Manager will arrange to have a meeting with the Employee to discuss their underperformance.
- The Employee will be given an opportunity to respond and to indicate whether there are any mitigating circumstances that might be impacting on the Employee's performance. It may be appropriate to make temporary adjustments to the Employee's working arrangements to assist them in particular circumstances, such as reduced hours or flexible working arrangements.
- The Manager and Employee will discuss measures that may be taken to improve the Employee's performance, including any training or development opportunities that may assist the Employee. The Manager will, unless it is obviously not required in the circumstances, set down a date in the future to meet again to review the Employee's progress against the measures identified.
- The Manager will make a file note of the discussion and provide a copy to the Employee.

Stage 2 - Performance Improvement Plan / Milestones

- The Manager will arrange to have a further meeting with the Employee to discuss their performance.
- The Employee may elect to have a support person attend any formal discussion. The University is not required to agree to undue delays in the discussion occurring because of the unavailability of the Employee's chosen support person. The role of the support person is to provide emotional and/or moral support to the Employee, but must not participate or represent the Employee in discussions.
- The Manager will advise the Employee that their performance has not improved and that more formal measures are required to assist the Employee to improve their performance.
- The Manager and Employee will set down a Performance Improvement Plan (**PIP**), which sets out:
 - (a) key deliverables for the Employee;
 - (b) how the key deliverables will be measured; and
 - (c) the dates on which the Employee and Manager will meet to discuss the key deliverables.
- If the Employee refuses to participate in the PIP process, the Manager may issue a lawful direction to the Employee to participate in the process.

Stage 3 - Review of Performance Improvement Plan / Milestones

- The Manager and Employee will meet at regular intervals to discuss the Employee's performance against the key deliverables of the PIP.
- If, by the end of the period identified in the PIP, the Employee has not met the key deliverables of the PIP, the Manager will advise the Employee that the University will be considering further action which may include termination of employment. (proceed to Stage 4)
- If the Employee has met the key deliverables of the PIP, the process will cease.

Schedules

Stage 4 – Disciplinary Action including Termination	
Professional	Academic
<ul style="list-style-type: none"> The Manager will inform CEPD of the Employee's progress against the PIP and that the Employee's performance has not improved to the required standard. The Manager and CEPD will arrange to meet with the Employee and offer the Employee an opportunity to invite a support person to the meeting. The Manager and CEPD will inform the Employee that they have failed to meet the key deliverables under the PIP and as a consequence, their performance has not improved to the required standard. The Manager and CEPD will inform the Employee that the University is considering disciplinary action including termination of employment. The Employee will be invited to provide a response to the CEPD and to 'show cause' as to why their employment should not be terminated, or whether alternative action, such as reclassification, is more appropriate. The Employee should be afforded a reasonable opportunity to provide their response (for example, ten (10) days). If, after considering any response from the Employee, the CEPD remains of the view that termination is appropriate, the CEPD may give the Employee the required notice under the Enterprise Agreement and initiate relevant University procedures to terminate the Employee's employment. 	<ul style="list-style-type: none"> The Manager will inform the DVC of the Employee's progress against the key deliverables and that the Employee's performance has not improved to the required standard. The Manager and DVC will arrange to meet with the Employee and offer the Employee an opportunity to invite a support person to the meeting. The Manager and DVC will inform the Employee that they have failed to meet the key deliverables under the PIP and as a consequence, their performance has not improved to the required standard. The Manager and DVC will inform the Employee that the University is considering disciplinary action including termination of employment. The Employee will be invited to provide a response to the DVC and to 'show cause' as to why their employment should not be terminated. The Employee should be afforded a reasonable opportunity to provide a response (for example, ten (10) days). If, after considering any response from the Employee, the DVC remains of the view that termination is appropriate, the DVC may give the Employee the required notice under the Enterprise Agreement and initiate relevant University procedures to terminate the Employee's employment.

5. Review of decision

5.1 Following the completion of Stage Four where a decision results in action *other than termination of employment* (eg. reclassification, deferment of increment):

- (a) Professional Staff may seek a review of the decision by the DVC/VP in writing, no more than fourteen (14) days after the decision was made; and
- (b) Academic Staff may seek a review of the decision by the VC in writing, no more than fourteen (14) days after the decision was made.

5.2 Unless the Employee is informed otherwise, the decision of the CEPD or DVC remains in effect during any review.

5.3 The reviewing DVC/VP or VC will inform the Employee of their review decision within fourteen (14) days of receiving the request for review, where possible, or as soon as practicable after fourteen (14) days has expired.

Schedules

Schedule 8 - Contingent Continuing Assistant Professors

1. Assistant Professors

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

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

(a) Education-Research (ER);

(b) Research-Focused (RF); or

(c) Education-Focused (EF).

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

Length of the Contingent Period

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

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

1.6 At the point of promotion or contract review, the University may extend the Contingent Period in the following circumstances:

(a) where an Assistant Professor takes parental leave;

(b) where an Assistant Professor takes extended personal leave (of greater than three (3) months at a time);

(c) where an Assistant Professor takes approved leave without pay for a period greater than six (6) months;

(d) where an Assistant Professor works less than a full-time academic workload for greater than six (6) months; or

(e) where an Assistant Professor is deemed likely to be promoted to Level D at their final Contract Review but is unsuccessful in a subsequent promotion application.

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

Support for Assistant Professors

1.7 Assistant Professors have access to accelerated salary increments, as outlined in Schedule 1 - Academic Staff Salaries, subject to performance.

1.8 The Academic Supervisor of an Assistant Professor will be in accordance with Clause 46 – Academic Supervisor.

1.9 Assistant Professors are entitled to access forty (40) paid hours of professional development each year to pursue opportunities agreed with their Manager in their annual performance development program.

Schedules

1.10 Assistant Professors are encouraged, where appropriate, to participate in an Outside Study Program.

Reviews during the Contingent Period

1.11 Assistant Professors will be subject to periodic reviews to assess the Assistant Professor's performance and determine whether it is "likely" or "unlikely" the Assistant Professor will obtain promotion to Level D by the end of the Contingent Period (**Contract Review**).

1.12 If the Assistant Professor's Contingent Period is three and a half (3.5) years, the University will, upon engagement, nominate one (1) date in the second year, at which date the University will carry out a Contract Review.

1.13 If the Assistant Professor's Contingent Period is five (5) years, the University will, upon engagement, nominate two (2) dates, at least two (2) years apart, at which dates the University will carry out a Contract Review.

1.14 If the Assistant Professor's Contingent Period is more than five (5) years, the University will, upon engagement, nominate three (3) dates, at least two (2) years apart, at which dates the University will carry out a Contract Review.

1.15 The below table provides further information about Contract Reviews:

Contract Review Stage	'Likely' to be promoted to Level D	'Unlikely' to be promoted to Level D
Initial	The Employee is notified they are likely to be promoted. The Employee must develop a performance development plan identifying areas based on their Contract Review, for professional development to continue on the trajectory toward promotion to Level D.	a. The Employee will be managed under Schedule 7 of this Agreement; OR b. The University will give the Employee six (6) months' notice of termination. The Employee will not receive accelerated incremental step progression.
Mid-point <i>(occurs if Contingent Period is more than five (5) years)</i>	<i>As above</i>	<i>As above</i>
Final <i>(first and final for contracts less than five (5) years)</i>	The Employee is notified they are likely to be promoted. The Employee must apply for promotion to Level D within twelve (12) months of their final Contract Review.	The University will give the Employee six (6) months' notice of termination.

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

Schedules

End of the Contingent Period

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

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

- 1.19 Any notice period or part of a notice period under 1.18 may be converted to an additional termination payment by agreement between the University and the Employee.

Termination of Assistant Professors

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

University Commitments

- 1.21 The University commits to provide the findings and implementing the accepted recommendations of the 2019 review into the Assistant Professor program.
- 1.22 The University will offer an opportunity during the first six (6) months of operation of the Agreement for Contingent Continuing Assistant Professors appointed before 31 March 2018 to convert to a continuing appointment under University Policy.



University of Canberra

Name: Professor Deep Saini
Vice Chancellor and President
Address:
University of Canberra
Bruce, ACT 2601

Dated: 28/5/2019



National Tertiary Education Industry Union (NTEU)

Name: Matthew McGowan
Position: General Secretary
Address:
120 Clarendon Street
South Melbourne
Victoria 3205

Dated: 29 May 2019



Australian Manufacturing Workers Union (AMWU)

Position: STATE SECRETARY
Name: STEVEN MURPHY
Address:
PO Box 160
Granville NSW 2142

Dated: 30.05.19