



# DECISION

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

**Australian Catholic University Limited T/A Australian Catholic University**  
(AG2018/4789)

## **AUSTRALIAN CATHOLIC UNIVERSITY STAFF ENTERPRISE AGREEMENT 2017-2021**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 18 DECEMBER 2018

*Application for approval of the Australian Catholic University Staff Enterprise Agreement 2017-2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Catholic University Staff Enterprise Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Catholic University Limited T/A Australian Catholic University. The Agreement is a single enterprise agreement.

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

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

[5] The National Tertiary Education Industry Union and CPSU, the Community and Public Sector 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 December 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2018/4789

**Applicant:**

Australian Catholic University

**Undertaking- section 190**

I, Stephen Weller, Chief Operations Officer & Deputy Vice-Chancellor of Australian Catholic University give the following undertakings with respect to the Australian Catholic University Staff Enterprise Agreement 2017-2021 ("the Agreement"):

1. I have the authority given to me by Australian Catholic University to provide this undertaking in relation to this application before the Fair Work Commission.
2. For the purposes of Clause 3.9.1 of the Agreement, leave may be granted in accordance with this Clause associated with the adoption of a child under the age of 16 years.
3. For the purposes of Clause 3.9.2.2 of the Agreement, at P2, in addition to leave at P1, a staff member may take up to eight (8) weeks unpaid partners or concurrent leave during the partner's period of parental leave.
4. For the purposes of Clause 3.11.2.4 of the Agreement, a staff member is entitled to any additional gazetted public holidays as observed in each State or Territory.

**Employer name:**

Australian Catholic University

**Authority to sign:**

Chief Operating Officer & Deputy Vice-Chancellor

**Signature:**



**Date: 4 December 2018**

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



**AUSTRALIAN CATHOLIC UNIVERSITY**

**STAFF ENTERPRISE AGREEMENT 2017 – 2021**

**AUSTRALIAN CATHOLIC UNIVERSITY LIMITED**  
(ABN 15 050 192 660)  
**STAFF ENTERPRISE AGREEMENT 2017 – 2021**

**SECTION 1 AGREEMENT ARRANGEMENTS**

**1.1 TITLE**

This Agreement shall be referred to as the: Australian Catholic University Staff Enterprise Agreement 2017 - 2021.

**1.2 AGREEMENT ARRANGEMENTS AND CONTENTS**

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### 1.3 DEFINITIONS

This clause contains definitions of relevant terms used throughout this Agreement. Where a term is specific to a particular clause, normally the definition for that term appears in the relevant clause.

In this Agreement, the following definitions shall apply:

- (i) “*Academic staff member*” means a staff member employed in accordance with the terms of this Agreement and whose salary is prescribed by Part A of Schedule 1.
- (ii) “*Act*” means the Fair Work Act, 2009 (as amended).
- (iii) “*Afternoon shift*” means any shift finishing after 7:00 pm and at or before midnight.
- (iv) “*Broken shift*” means an ordinary shift worked in two periods of duty during the hours 7:30 am to 7:00 pm.
- (v) “*Casual staff member*” is a member of the University staff who is employed and paid by the hour, including a sessional staff member who is a casual staff member employed in accordance with the terms of this Agreement, and whose salary is prescribed by Schedule 2.
- (vi) “*Consultation*” means providing the individual staff member or other relevant person(s) with a bona fide opportunity to influence the decision maker. Consultation is not perfunctory advice on what is to happen, this is a common misconception. Consultation is not a joint decision-making process or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed.
- (vii) “*Continuous service*” means service with the University which the University recognises for continuity of employment. This includes all paid service, all periods of approved leave, and breaks between fixed-term employment of up to six (6) weeks. Unpaid leave or breaks between fixed-term appointments of six (6) weeks or more shall not count as service for the purpose of calculating leave and other entitlements, unless otherwise expressly stated.
- (viii) “*Disciplinary action*” means action taken by the University to discipline a member of staff formally for unsatisfactory performance, misconduct or serious misconduct. Formal disciplinary action may only be taken by the Vice-Chancellor in line with the procedures for disciplining a staff member set out in this Agreement. Formal disciplinary action may include but is not limited to one or more of the following:
  - a) Formal censure or counselling; and/or
  - b) Demotion by one or more classification levels or increments; and/or
  - c) Lateral transfer to another position; or,
  - d) Termination of employment (except in the case of misconduct).
- (ix) “*Holiday*” means any or all of the holidays specified in sub-clause 3.11 of this Agreement.
- (x) “*Immediate family*” means a spouse (as defined by the Act), de facto partner, child, parent, grandparent, grandchild or sibling of the staff member; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the staff member.
- (xi) “*Manager*” refers to the head of a functional or organisational unit as defined by the University’s structures, as determined from time to time.

- (xii) *“Member of the Senior Executive”* means the occupant (including on an acting basis) of the following positions: Vice-Chancellor and President, Provost, Chief Operating Officer, Deputy Vice-Chancellor (Research), Deputy Vice-Chancellor (Students, Learning and Teaching), Vice-President, and Pro Vice-Chancellor Assisting the Vice-Chancellor and President and may include other positions as defined from time to time.
- (xiii) *“Member of the Executive”* means the occupants (including on an acting basis) of those positions which normally report to either the Vice-Chancellor and President or a Member of the Senior Executive, and which have staffing and supervisory responsibilities, as defined from time to time.
- (xiv) *“Misconduct”* means behaviour, attitude or a particular act of the staff member that is considered by the University to be unacceptable and that falls short of warranting termination of employment.
- (xv) *“Night shift”* means any shift finishing after midnight and at or before 7:30 am.
- (xvi) *“Normal service”* means service with the University paid at the staff member’s ordinary rate of pay according to their contract of employment.
- (xvii) *“Ordinary rate”* means the rate payable to an academic staff member or to a Professional staff member in accordance with the rate set out in Schedule 1, Part A or B, for the staff member’s substantive appointment.
- (xviii) *“Ordinary rate per hour”* means the hourly rate payable to a Professional staff member by applying the formula: annual salary divided by the number of weeks in a calendar year divided by 35.
- (xix) *“Ordinary time shift”* means any period of work starting at or after 7:30 am and finishing at or before 7:00 pm for which no shift allowance applies.
- (xx) *“Parties”* means and refers to one or more of either Australian Catholic University Limited or a staff member of the University, or the Community and Public Sector Union or the National Tertiary Education Industry Union.
- (xxi) *“Professional staff member”* means a staff member who occupies a position classified in accordance with the DWM descriptors and is paid in accordance with the salaries set out in Part B of Schedule 1. A professional staff member may also be referred to as “General Staff” in some University Reports.
- (xxii) *“Proof of illness”* means a certificate from a registered health practitioner or a statutory declaration from the staff member.
- (xxiii) *“Protected staff member”* means and refers to a staff member of the University who on 31 December 1990 was a staff member of Catholic College of Education Sydney Ltd, McAuley College Queensland, The Institute of Catholic Education or Signadou Dominican College of Education Ltd and on 1 January 1991 ceased to be so employed and became a staff member of Australian Catholic University.
- (xxiv) *“Public holiday”* means a day declared by a State or Territory government, or a day declared in lieu of a public holiday that is observed by the University and on which the University campus(es) in that State or Territory is closed.
- (xxv) A *“Redundancy”* occurs where the University decides that it no longer wishes the job that the staff member has been doing to be done by anyone at that campus or location, and this is not due to the ordinary and customary turnover of labour. A redundancy may occur, for example, for reasons of an economic, technological, structural or similar nature, and may also occur through the transfer of a position and/or function to another campus.



- (xxvi) “*Retrenchment*” means the termination of employment of a staff member whose position has been declared by the University to be redundant.
- (xxvii) “*Serious Misconduct*” means serious misbehaviour or deliberate action(s) of a staff member which may cause a serious impediment to the carrying out of the staff member’s duties or to the staff member’s colleagues carrying out their duties; and also means misconduct of sufficient seriousness as would warrant termination of employment, and may include a succession of incidents of misconduct.
- (xxviii) “*Significant effects*” include termination of employment; major changes in the composition, operation or size of the University’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of its staff to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (xxix) “*Staff observer*” means a person elected by those staff who are subject to the operation of a particular University process applying under a policy of the University.
- (xxx) “*Staff representative*” means a person who is chosen by a staff member to be their chosen representative, who may be a union member or union official but who is not a practising barrister or solicitor.
- (xxxii) “*Unattached*” means that a staff member has formally agreed that they are no longer attached to their substantive position, which may then be filled by the organisational unit. For example, a staff member who takes a period or periods of extended parental leave without pay and/or a staff member who is seconded for a period greater than fifty-two (52) weeks are required to formally agree to become “unattached” from their substantive position/s.
- (xxxiii) “*Union*” in this agreement means and refers either to the Community and Public Sector Union or the National Tertiary Education Union.
- (xxxiv) “*University*” refers to Australian Catholic University Limited (A.B.N. 15 050 192 660), a Company limited by guarantee.
- (xxxv) “*University holiday*” means one or more days during the annual University closedown period on which the University is closed, and which staff are not required to take as part of their annual or long service leave.
- (xxxvi) “*Vice-Chancellor and President*” refers to the Vice-Chancellor and President or delegate.
- (xxxvii) A “*Week*” is equal to five (5) working days within a seven (7) day cycle.
- (xxxviii) “*Week’s pay*” means the ordinary time rate of pay per week for the staff member concerned.
- (xxxix) Any “*Year of service*” is deemed to be twelve (12) months paid service from the anniversary date of commencement.

#### **1.4 OBJECTIVES OF THE AGREEMENT**

The Objectives of this Agreement are to ensure consistency with the Objectives of the Fair Work Act 2009 (as amended) and to:

- Enable the University to meet standards required by the Tertiary Education Quality and Standards Agency (TEQSA) and achieve re-registration;
- Support and enable the effective implementation of the University's Mission and Strategic Plan 2015 – 2020 [or any subsequent Strategic Plan] and those strategies emanating from the Plan;
- Enable the University to operate flexibly to respond to changing contexts including the broad internal and external environments;
- Support the University to meet the criteria for funding initiatives provided for by the Commonwealth Government;
- Maintain and foster enhanced employment and industrial relations at the University through a participatory approach;
- Enhance the skills, employment satisfaction and employment security of University staff;
- Align employment conditions to the strategies and priorities of the University; and
- Develop constructive outcomes which will provide long-term benefits to staff, students and other stakeholders of the University, whilst improving quality and flexibility.

Although referred to in this Agreement, the University Mission and Strategic Plan do not form a part of this Agreement.

## **1.5 APPLICATION OF THE AGREEMENT**

1.5.1 This Agreement covers and is binding according to its terms upon:

- (i) Australian Catholic University Limited; and,
- (ii) all eligible staff employed by Australian Catholic University Limited; and,
- (iii) the Community and Public Sector Union; and
- (iv) the National Tertiary Education Union.

1.5.2 This Agreement does not cover and does not apply to:

- (i) Persons who are not employees such as independent contractors engaged to provide services to the University; or,
- (ii) Religious Members of the University who are assigned by their Congregation or by a Diocese/Archdiocese to support the work of the University, in accordance with the Deed signed by the Congregation or Diocese/Archdiocese and the University; or,
- (iii) Academic staff employed by the University whose base salary is twenty-five (25) percent or more above Level E in Schedule 1 Part A of the Agreement; or,
- (iv) Professional staff employed by the University whose base salary is in excess of HEW Level 10 in Schedule 1 Part B of this Agreement: or,
- (v) Teachers in Centres.

## **1.6 LENGTH OF AGREEMENT**

1.6.1 This Agreement is made pursuant to Section 182 of the Fair Work Act 2009 (as amended) and it shall take effect seven (7) days after the date on which it is approved by Fair Work Australia.

1.6.2 The nominal expiry date of this Agreement will be 30 June 2021. The Agreement will thereafter continue in operation in accordance with the Fair Work Act (as amended) until it is replaced by a subsequent certified Agreement or it is terminated in accordance with the Act.

1.6.3 The parties to this Agreement agree to commence negotiations on a new Enterprise

Agreement three (3) months prior to the nominal expiry date of this agreement.

## **1.7 RELATIONSHIP WITH NES, AWARDS AND CERTIFIED AGREEMENTS**

1.7.1 This Agreement constitutes a closed agreement and regulates comprehensively the relationship between the University and those staff whose employment is covered by the Agreement.

1.7.2 This Agreement entirely replaces the Australian Catholic University Staff Enterprise Agreement 2013-2017, which is in operation until replaced by this Agreement.

1.7.3 This Agreement operates in conjunction with the provisions of the National Employment Standards (NES) of the Fair Work Act, 2009 (as amended).

1.7.4 This Agreement operates to the exclusion of all state and federal awards that would otherwise apply to those staff whose employment is covered by this Agreement, including but not limited to the Awards listed below and any award that may succeed any of them:

- Higher Education Industry - Academic Staff Award - 2010
- Higher Education Industry - General Staff Award - 2010

1.7.5 During the period of operation of this Agreement as defined in sub-clause 1.6, the parties referred to in clause 1.3 (xx) agree that:

- this agreement shall constitute full and final settlement of all matters; and,
- there shall be no further claims made by either or any party until after the nominal expiry date.

## **1.8 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act.

1.8.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement deals with the following matters:

- Annualisation of Salary,
- Annual Leave Loading,
- Purchased Annual Leave, and/or
- Salary Packaging.

### **1.8.2 Annualisation of Salary**

A staff member who is employed on a continuing or fixed-term contract of employment on a part-year basis; including as a fractional or similar staff member, may apply to the University to receive an annualised salary payment over a twelve (12) month period based on the staff member's proportion of full-time employment. Provided that a Professional staff member will be eligible for overtime in the same manner as other staff in respect of any hours worked outside the agreed ordinary hours specified in the arrangement.

### **1.8.3 Annual leave loading**

A staff member may apply to receive their annual leave loading as part of their regular salary.

### **1.8.4 Purchased Leave**

A staff member may apply to enter into an agreement with the University to purchase ten (10) days (2 weeks) or twenty (20) days (4 weeks) additional leave in a twelve (12) month period.

The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay. To calculate the purchased leave rate of pay, the staff member's ordinary salary

rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the twelve (12) month period

### **1.8.5 Salary Packaging**

A staff member may elect packaging of salary for motor vehicles, superannuation and other items that may be approved in accordance with University policy from time to time.

1.8.6 An Individual Flexibility Agreement may be made on the following provisos:

- (i) the arrangement meets the genuine needs of the University and the staff member in relation to the matters mentioned in sub-clause 1.8.1; and
- (ii) the arrangement is genuinely agreed to by the University and staff member.

1.8.6.1 The University must ensure that:

- (i) agreement to a flexibility arrangement may not be a precondition of employment, reclassification or promotion;
- (ii) the staff member is advised that they are entitled to have a staff representative negotiate a flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Fair Work Act; and
- (iii) the staff member and their staff representative must have at least three (3) working days to consider the proposal.

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

- (i) are about permitted matters under section 172 of the Fair Work Act;
- (ii) are not unlawful terms under section 194 of the Fair Work Act; and
- (iii) result in the staff member being better off overall than the staff member would be if no arrangement was made.

1.8.6.3 The University must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of University and staff member; and
- (iii) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- (iv) includes details of:
- (v) the terms of this enterprise agreement that will be varied by the arrangement; and  
how the arrangement will vary the effect of the terms; and
- (vi) how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (vii) states the day on which the arrangement commences.

1.8.6.4 The University must give the staff member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to and keep a copy of the arrangement as a times and wages record.

1.8.6.5 The University or the staff member may terminate the individual flexibility arrangement:

- (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (ii) if the University and the staff member agree in writing — at any time.

This clause relates to reaching individual agreement to change the effect of provisions in the Agreement. The right to make an agreement pursuant to the clause is in addition to, and does not in any way affect or limit flexibilities or changes that arise from applying the terms of the Agreement.

## **1.9 RELATIONSHIP TO UNIVERSITY POLICIES**

1.9.1 University policies and procedures, as varied from time to time, apply to all staff but do not form part of this Agreement. Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or guideline referred to in it.

1.9.2 Disputes arising from the implementation of University policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the dispute resolution procedures of this Agreement. However, the University's policies and procedures will not be used as a mechanism to reduce any entitlements set out in this Agreement.

## **1.10 INTELLECTUAL FREEDOM**

1.10.1 ACU aspires to be a University characterised by free inquiry and academic integrity. Staff may make public comment and enter into public discourse from the basis of expertise and in accordance with the Code of Conduct for All Staff (as amended from time to time).

1.10.2 Academic Staff members have the right to:

- (i) teach, assess and develop curricula within University processes, and
- (ii) undertake scholarship, research and publish.

1.10.3 All staff members have the right to:

- (i) pursue critical and open inquiry,
- (ii) participate in public debates and express opinions; however, a staff member will not represent their individual opinions as being those of the University,
- (iii) participate in an appropriate form in decision-making processes and structures germane to their field of expertise and onus of responsibility within the University,
- (iv) participate in professional and representative bodies, including unions, and
- (v) engage in community service;

without fear of harassment, intimidation or unfair treatment.

## **1.11 ACCESS TO AGREEMENT**

A copy of this Agreement shall be made available to each staff member of the University. The University will make this Agreement easily accessible on its website.

## **1.12 DISPUTE SETTLEMENT PROCEDURE**

1.12.1 General Principles

1.12.1.1 Where any dispute arises about the application of this Agreement and/or the National Employment Standards (NES), the following dispute settlement procedure applies.

- 1.12.1.2 During the procedures outlined from 1.12.1.9 to 1.12.1.12 that detail internal dispute resolution, a staff member may choose to be represented by a Union or by a person of their choice, provided that person is not a practising solicitor or barrister.
- 1.12.1.3 The following parties who are covered by this Agreement are entitled to notify and participate in the resolution of a dispute, namely:
- (i) An eligible staff member employed by the University and/or their staff representative; and
  - (ii) The University; and
  - (iii) The Community and Public Sector Union (CPSU NSW); and
  - (iv) The National Tertiary Education Union (NTEU).
- 1.12.1.4 If there is no agreement that an issue raised under this section constitutes a dispute about the application of, or matters arising under, this Agreement or the NES, the dispute may be referred to the Fair Work Commission for a determination as to whether the dispute should be dealt with pursuant to these procedures.
- 1.12.1.5 The initiating party of the dispute must notify the other parties in sufficient detail about the issue/s in dispute, and the notification must specify at least one relevant proposal about how the dispute could be resolved.
- 1.12.1.6 Where the University is to be notified, the notification is to be lodged with the Office of the Director Human Resources (with a copy to the relevant supervisor as appropriate). Where either the NTEU and/or CPSU NSW is/are to be notified, the notification is to be lodged with the respective Union Office.
- 1.12.1.7 Where either the University or one or both Unions notify a dispute against a staff member, the notification is to be lodged directly with the staff member, with notification to the other parties to the Agreement.
- 1.12.1.8 Except where a workplace hazard exists, until the procedures described in sub-clauses 1.12.1.9 to 1.12.1.15 (as applicable) have been finalised:
- (i) the procedures will be advanced as promptly as feasible;
  - (ii) work shall continue in the normal manner, that is the University shall not change the work, staffing or the organisation of work if such is the subject of the dispute, or take any other action likely to exacerbate the dispute;
  - (iii) no industrial action shall be taken by the University or the staff; and,
  - (iv) the subject matter of the dispute shall not be taken to the Fair Work Commission by the staff member(s) or a person representing the staff member(s) or by the University.
- 1.12.1.9 Following the notification of the dispute, in line with 1.12.1.6, the relevant parties will confer as soon as is reasonably practicable (normally within five (5) working days) in an attempt to resolve the dispute.
- 1.12.1.10 If the dispute is not resolved under 1.12.1.9 above, within five (5) working days of a request from one of the parties to the dispute, a discussion (or discussions) shall be held between more senior representatives of the disputants than were involved in 1.12.1.9, (provided that a staff member may continue to represent themselves). In such circumstances, the other parties covered by this Agreement (other than staff members) shall be advised of the issue in dispute and the discussion(s).

- 1.12.1.11 The parties to the dispute will ensure that the more senior representatives have sufficient authority to reach an agreement and the representatives will attempt to resolve the dispute.
- 1.12.1.12 Any agreement reached under the provisions above shall be recorded in writing and implemented.
- 1.12.1.13 Should the dispute not be resolved under the provisions above, a party to the dispute may refer the matter to the Fair Work Commission for conciliation and/or arbitration. If no party refers the matter to the Fair Work Commission within twenty (20) working days following the discussion(s) at 1.12.1.10, the matter will be deemed to be discontinued.
- 1.12.1.14 In addition to any procedural requirements under the Fair Work Act, the party notifying the dispute to the Fair Work Commission will advise the Union/s and the University (in circumstances where the University is not a party to the dispute) of the referral. The right of appearance in any proceedings in the Fair Work Commission which arise from the operation of this dispute settlement procedure is subject to the determination of the Fair Work Commission.
- 1.12.1.15 The decision of the Fair Work Commission will be binding and all parties will implement the outcome.
- 1.12.1.16 A dispute which has been formally notified under the dispute settlement provisions (sub-clause 1.12) of the *Australian Catholic University Staff Enterprise Agreement 2013-2017*, but which has not concluded at the time at which this Agreement commences will continue to be dealt with in accordance with the relevant provisions that applied under that Agreement.

### **1.13 PRINCIPLES OF CONSULTATION AT ACU**

- 1.13.1 The University will consult with parties to this Agreement on employment related matters. This will be achieved through direct consultation with staff (by various means including staff forums) and through the ACU Staff Consultative Committee (ACUSCC).
- 1.13.2 The ACUSCC provides a forum for consultation between the University and representatives and the Unions on matters pertaining to the employment conditions of staff, including the ongoing implementation of the Enterprise Agreement.
- 1.13.3 The ACUSCC will comprise:
  - (i) a Chair appointed by the Vice-Chancellor and President;
  - (ii) the Director, Human Resources;
  - (iii) four (4) representatives nominated by the union/s; and,
  - (iv) three (3) staff members nominated by the Vice-Chancellor and President.
- 1.13.4 The Chair may invite guest speakers or observers to meetings as appropriate. Meetings will be held four (4) times per year or, when necessary, an additional meeting may be held to address matters of urgency as requested by one of the members of the ACUSCC. To facilitate discussion of certain matters, the Committee may establish working groups of its members and/or other staff to address those matters and report back to the ACUSCC.
- 1.13.5 The University will provide reports to the ACUSCC concerning:
  - (i) Annual Budget Briefing;
  - (ii) Aboriginal and Torres Strait Islander Employment Strategy (ATSIES);
  - (iii) Workplace Health & Safety;
  - (iv) Gender Equity / Diversity;
  - (v) Staff Engagement;
  - (vi) Workforce Profile regarding continuing, fixed-term and casual data;

- (vii) Professional Development; and
- (viii) Conversion from sessional to continuing academic employment (in line with clause 6.8.3).

1.13.6 The ACUSCC will also:

- (i) Receive, consider and inform change management proposals as circulated by the University. While it is not a deliberative committee, the ACUSCC may put forward comments, strategies, suggestions and proposals for improving the change proposal and/or for averting or mitigating any potential adverse effects for the consideration of the University; and
- (ii) Receive and consider reports on action items as they pertain to the implementation of this Agreement; and
- (iii) Receive, consider and put forward suggestions for the improvement and successful implementation of employment related policies as circulated by the University with an opportunity to provide any written feedback within fifteen (15) working days of circulation prior to them being approved; and
- (iv) Consult regarding the panel of external persons established by the University (the External Chairperson's Panel). The persons appointed to the panel shall be independent of the University and appropriately professionally skilled and experienced to perform the role of a chairperson so as to instil in the University community confidence in the Committee process. Such persons may continue to include members of the Higher Education Panel of the Fair Work Commission.

#### **1.14 PARTICIPATION IN UNIVERSITY PROCESSES**

1.14.1 This clause outlines the way that staff participation will be provided for on committees established by this Agreement, or in processes established by the University which allow for staff involvement.

1.14.2 Where a process established by this Agreement allows for the participation of a staff observer, the staff observer shall normally be elected by the relevant staff members for this purpose.

1.14.3 Where a process established by this Agreement allows for the participation of an elected staff member, the staff member shall normally be elected by the relevant staff members for this purpose.

1.14.4 Participation on any committee or in a process outlined above will be in accordance with University guidelines for participation of staff in University processes.



## **SECTION 2 REMUNERATING WORK AT ACU**

### **2.1 SALARIES**

**2.1.1.** This Agreement provides for increases in salary rates for the staff members who are covered by this Agreement. The salaries are set out in Schedule 1 of this Agreement and the increases are compounding.

**2.1.2.** From the date of effect of this Agreement, the total minimum salaries staff members will receive are specified in Schedule 1, (Part A for Academic staff and Part B for Professional staff as applicable), including the increases below:

- (i) The first salary instalment of 2% will be effective from the beginning of the first pay period commencing on or after 30 June 2018;
- (ii) The second salary instalment of 2% will be effective from the beginning of the first pay period commencing on or after 30 June 2019 ;
- (iii) The third salary instalment of 2% will be effective from the beginning of the first pay period commencing on or after 30 June 2020; and
- (iv) The fourth salary instalment of 2% will be effective from the beginning of the first pay period commencing on or after 30 June 2021.

### **2.2 CASUAL EMPLOYMENT AND LOADING**

**2.2.1.** Casual employment is employment by the hour which is paid a rate on an hourly basis. A casual staff member, including a sessional staff member, will be paid a salary which is calculated in accordance with the weekly base rate derived from the relevant classification, plus a casual loading of 25%. This loading is in compensation for the casual nature of the appointment and all paid leave entitlements which casual staff members are not eligible to receive; including but not limited to personal/carer's leave, public holidays, annual leave, long service leave (other than where, in accordance with the Fair Work Act 2009, an applicable award or a State Act provides an entitlement) and annual leave loading.

**2.2.2.** The minimum salary paid to academic staff employed on a casual and sessional basis will be the rates provided for in Schedule 2 of this Agreement in accordance with the relevant formulae.

- (i) Lecturing and higher marking rate:  
The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.
- (ii) Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification:  
The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.
- (iii) Rate applicable to all other academic duties:  
The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.
- (iv) Casual academic researcher:  
The minimum salary paid to a research academic staff member engaged to undertake research-only related activities and employed on a casual basis will be an hourly rate derived from the full-time rates set out in Schedule 1, Part A, together with a 25% loading. This loading is in compensation for the casual nature of the appointment and all leave entitlements including personal leave, public holidays, annual leave, long service leave and annual leave loading.

## **2.3 CASUAL PROFESSIONAL STAFF**

- 2.3.1.** The minimum salary paid to a professional staff member employed on a casual basis will be the ordinary rate per hour derived from the full-time rates as set out in Schedule 1, Part B, together with a loading of 25%.
- 2.3.2.** The minimum period of engagement for casual professional staff is three (3) hours; however, the following casual professional staff members have a minimum engagement period of one (1) hour:
- (i) casual professional staff members who are students who are expected to attend the University on that day in their capacity as a student; or
  - (ii) casual professional staff members with a primary occupation elsewhere; or
  - (iii) a staff member who has another employment contract with the University and who are expected to attend the University on that day.
- 2.3.3.** Where possible, ACU Students will be preferenced for casual professional engagements.
- 2.3.4.** Payment of overtime to a casual professional staff member shall be in accordance with sub-clause 5.3.5 of this Agreement.

## **2.4 Supported Wage and Traineeships**

- 2.4.1** The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the relevant State Authority.
- 2.4.2** Employees who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and as outlined in Schedule 1 Part C. Otherwise, the provisions of the Commonwealth Government's 'Supported Wage System: Guidelines and Assessment' (as amended) will normally apply.

## **2.5 PAYMENT OF SALARIES**

- 2.5.1.** Payment of salaries will be on a fortnightly basis, by way of electronic funds transfer to the financial institution(s) and account(s) nominated by the staff member. Deductions from a staff member's salary, other than those required by law or this Agreement, will only be made by the University in accordance with the staff member's written authority.
- 2.5.2.** Where the normal day for payment of salaries falls on a day or the day following a holiday prescribed under section 3, salaries shall normally be paid not later than the day on which the financial institution(s) is open for business immediately preceding that holiday.
- 2.5.3.** Where a staff member notifies the University of an underpayment in writing, the University will correct the underpayment normally within two (2) working days of notification by the staff member. By mutual agreement in writing between the staff member and the University such payment may be made not later than the pay day for the next pay period.
- 2.5.4.** An overpayment to a staff member shall normally be recovered at the rate the overpayment was made and shall normally be rectified within the financial year that the overpayment occurred. A staff member can negotiate the rate of repayment provided that the rate shall be not less than 10% of the total overpayment per fortnight until the overpayment has been fully recovered.

## **2.6 ANNUAL LEAVE LOADING**

- 2.6.1** A staff member who, as at 31 December in any year, has qualified for four (4) weeks annual leave in that year shall be entitled in respect of that leave to an annual leave loading equal to 17.5% of four (4) weeks' salary; subject to a maximum payment which is equivalent to the

most relevant Report of the Commonwealth Statistician's average weekly total earnings of all males (Australia). Payment of the annual leave loading will occur on a payday in December.

2.6.2 A staff member who commences employment after 1 January or terminates employment prior to 31 December in any year, will be entitled to a pro rata annual leave loading payment.

## **2.7 SALARY FLEXIBILITY**

In order to attract and/or retain staff the University may, at its absolute discretion, pay rates in excess of those prescribed by the Agreement.

## **2.8 SALARY PACKAGING**

2.8.1 All eligible staff may choose to enter into a salary packaging arrangement with the University's salary packaging provider for the purpose of receiving a salary lower than that to which they are entitled under Schedule 1, in exchange for a "benefit" of equivalent value.

2.8.2 Packaging will not affect the staff member's salary for the following purposes:

- (i) termination payments including superannuation, annual leave and long service leave;
- (ii) calculation of redundancy benefits;
- (iii) calculation of professional staff overtime and shift penalties;
- (iv) calculation of annual leave loading;
- (v) calculation of salary-based allowances; and,
- (vi) calculation of superannuation contributions.

## **2.9 SUPERANNUATION**

2.9.1 The superannuation guarantee legislation requires the University to make a minimum contribution to superannuation for all staff members. The University's superannuation provider is "UniSuper".

2.9.2 The University shall, during the life of this Agreement, maintain current arrangements and entitlements for the payment of an employer superannuation contribution of 17% salary in respect of existing staff and new staff eligible to receive that level of contribution, except that:

- (i) Employer superannuation contributions for casual staff and for staff engaged on an initial fixed-term contract of employment up to twelve (12) months shall be the applicable required superannuation guarantee rate.

2.9.3 From 11 January 2020, the University will make employer contributions to UniSuper as follows:

- (i) Employer superannuation contribution of 17% for all continuing and fixed term employees; and
- (ii) For all casual staff, compulsory employer contributions shall be the applicable required superannuation guarantee rate.

Employees who, at the relevant dates, are in receipt of superannuation contributions greater than the amounts listed above will continue to receive such higher contributions.

2.9.4 Subject to the relevant Trust Deed and the provisions of this sub-clause, all existing full-time and part-time staff of the University are entitled to remain members of the following Funds or their successors:

- (i) UniSuper;

- (ii) the Catholic Superannuation Fund;
- (iii) the Catholic Superannuation and Retirement Fund;
- (iv) the National Catholic Superannuation Fund;
- (v) the State Authorities Superannuation Scheme; or,
- (vi) the State Superannuation Fund Victoria

of which they were members, as at the date of approval. For the purposes of this sub-clause, "the relevant Trust Deed" includes a State or Commonwealth Act governing the operation of a particular fund.

The University will offer all new staff membership of the relevant UniSuper Fund(s) and staff will contribute to the relevant Fund(s) in accordance with the requirements of the Trust Deed.

2.9.5 The management of Superannuation arrangements, including but not limited to:

- (i) arrangements for pre-tax contributions,
- (ii) arrangements for staff who have been granted approval for leave of any type on half pay or leave without pay with respect to maintenance of employee or employer contribution, and
- (iii) the University exercising its options under the terms of its participation in UniSuper for the 10% flexibility, in coverage and/or contribution level,

will be in accordance with the University policy and procedures for Superannuation.

2.9.6 In the event of changes in legislation relating to superannuation or taxation or to the Fund's Trust Deed, which impact on this clause and make any part or all of this clause inoperative, the parties to this Agreement will meet and agree on a replacement clause or sub-clause and make an application to the Fair Work Commission to vary the Agreement.

2.9.7 An eligible staff member can elect to receive less than 17% employer superannuation contributions to the extent permitted by the UniSuper Trust Deed, provided always that the combined amount of the staff member's salary and other payments and employer superannuation contributions is not thereby diminished. When being provided with this option, the staff member (or prospective staff member) must be provided with the option of receiving 17% employer contributions.

2.9.8 In circumstances where a Superannuation Fund does not accept employer contributions, the University will make equivalent contributions in the form of the payment of additional monies to the staff member/s.

2.9.9 The parties agree to vary this Agreement to incorporate, or give effect to changes to the UniSuper Trust Deed (insofar as these pertain to the employment relationship or the relationship between the University and the Parties to this Agreement).

## **2.10 REIMBURSEMENT OF EXPENSES**

A staff member who, with prior approval, incurs reasonable expenses whilst carrying out University business will receive reimbursement for those expenses. Reimbursement of travel and travel-related costs will be in accordance with the rates and conditions set out in the University policy and procedures for reimbursement of travel and related expenses. The amounts payable for reimbursement of travel and travel-related expenses will be reviewed by the University from time to time to ensure they remain consistent with the applicable Australian Taxation Office Rulings.

## **2.11 FIRST AID ALLOWANCES**

2.11.1. A staff member appointed by the University as a First Aid Officer (in addition to their substantive position) who possesses a current St John's Ambulance First Aid Certificate or

equivalent qualification shall be paid a minimum first aid allowance of \$924.00 per annum.

**2.11.2.** A staff member appointed by the University as an Occupational First Aid Officer or a Senior First Aid Officer (in addition to their substantive position) who possesses the required qualifications shall be paid a minimum Occupational First Aid or a Senior First Aid allowance of \$1,390.00 per annum.

**2.11.3.** These allowances will be updated in accordance with the general percentage increases in salaries as set out in this sub-clause 2.1.2.

## **2.12 HIGHER DUTIES ALLOWANCES**

**2.12.1.** A staff member who is required to act in a position of higher classification than that which the staff member occupies or who is assigned responsibilities or duties which warrant the payment of a higher duties allowance shall be paid an allowance in accordance with the University policy and procedures for higher duties allowances.

**2.12.2.** All allowances will attract University superannuation contributions.

### **2.12.3. Qualification for Allowance**

#### **2.12.3.1 Professional Staff**

A professional staff member who acts in a position above their substantive classification level shall be eligible for payment of a higher duties allowance where the period of acting service in the higher position is continuous for a period of at least ten (10) consecutive working days, inclusive of public holidays.

#### **2.12.3.2 Academic Staff**

If an academic staff member is assigned responsibilities or duties which warrant payment of a higher duties allowance, the staff member shall receive an allowance if the period during which the staff member performs those duties is not less than fifteen (15) weeks.

## **2.13 MEAL ALLOWANCE DURING OVERTIME FOR PROFESSIONAL STAFF**

A professional staff member, who works authorised overtime before or after their ordinary hours for the day/shift, shall be paid a meal allowance at the rate prescribed and in accordance with the Meal Allowance during Overtime Policy. The meal allowance payable to a professional staff member working authorised overtime will be reviewed by the University from time to time to ensure it remains consistent with the applicable Australian Taxation Office Ruling(s).

## **SECTION 3**

## **PROVIDING FOR LEAVE**

### **3.1 APPLICATION OF LEAVE PROVISIONS TO FULL-TIME, FRACTIONAL AND PART-TIME STAFF MEMBERS**

A full-time, fractional and/or part-time staff member is entitled to the amount of leave available under this clause, according to the fraction of their appointment and in accordance with the University's procedures for approving leave.

### **3.2 AUSTRALIAN DEFENCE FORCE RESERVES LEAVE**

3.2.1 A staff member who serves in the Australian Defence Force Reserves will be granted up to ten (10) days leave in each calendar year for the purposes of deployment, annual training, drill parade, attendance at a school and/or class or course of instruction and this leave is not cumulative. The management of Australian Defence Forces Reserves Leave will be in accordance with the University policy and procedures for the Australian Defence Forces Reserves Leave.

3.2.2 In addition to sub clause 3.2.1 a staff member is entitled to a further twelve (12) weeks leave subject to a successful application to the Federal Government's Employer Support Payment Scheme (ESPS).

3.2.3 If the staff member requires additional leave for Defence Force Reserves purposes, the staff member may apply for Annual Leave, Long Service leave or Leave Without Pay. It should be noted, however, that such leave will only be granted to the staff member if:

- (i) The staff member is eligible for the category of leave that they wish to apply for; and
- (ii) The requested leave is for periods of time that are mutually convenient to the University and the staff member. The University will, at all times, reserve its right not to grant such leave in circumstances where it is not operationally convenient to do so.

### **3.3 COMMUNITY SERVICE LEAVE**

#### **3.3.1 Purpose**

Community Service Leave provides leave for civic duties such as Jury Service, Court Appearances, Fire Fighting and Emergency Assistance, Leave to Contest Elections, Blood Donor Leave, Attendance at Arbitration Proceedings and similar purposes recognising that from time to time staff may be involved in community activity. The management of Community Service leave will be in accordance with the University policy and procedures for Community Service Leave.

3.3.2 The maximum period of Community Service Leave will be five (5) days per annum on full pay. However, additional time may be granted by the University on provision of appropriate certification attesting the need for such service. Community Service Leave is not cumulative.

3.3.3 A staff member granted Community Service leave for emergency service activity is entitled to a further one day's leave on completion of the service for the purpose of recovering from such activity.

3.3.4 Casual and sessional staff are entitled to up to five (5) days of unpaid Community Service Leave (including unpaid leave for Jury Service).

### **3.4 COMPASSIONATE LEAVE**

3.4.1 A staff member other than a casual staff member, may take up to two (2) days paid compassionate leave (and a casual/sessional staff member may take up to two (2) days unpaid compassionate leave) on each occasion when any of the following circumstances

apply:

When a member of the staff member's

- immediate family, or
- a relative, or
- a member of the staff member's household

- contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life, or:
- a member of the immediate family or household or the relative dies.

3.4.2 The management of Compassionate Leave will be in accordance with the University policy and procedures for the granting of Compassionate Leave.

### **3.5 PROVISIONS TO SUPPORT THE VICTIMS OF FAMILY OR DOMESTIC VIOLENCE**

#### **3.5.1 Purpose**

In line with ACU's mission which expresses a fundamental concern for the dignity of all human beings, the University provides the following entitlement and arrangements for staff who require leave as a result of effects of experiencing domestic violence in order to:

- Develop a supportive workplace in which victims of domestic violence can come forward for help and support; and
- Guide the response of the University to staff members whose work life is affected by domestic violence.

#### **3.5.2 Entitlement**

3.5.3 All ACU Staff Members are entitled to ten (10) days Domestic Violence Leave for a range of purposes including: seeking medical and legal assistance, attending court appearances, counselling, relocation, or to make other safety arrangements.

3.5.4 In addition to Domestic Violence Leave, staff members can make applications for leave. The amount and type of leave provided will be determined by the individual's situation through consultation between the staff member, supervisor and the Director of Human Resources.

The management of Domestic Violence Leave will be in accordance with the University policy and procedures for the granting of Domestic Violence Leave.

### **3.6 EXTRAORDINARY LEAVE**

In extraordinary circumstances and normally after exhausting available leave types in this Agreement the University may grant a staff member such paid leave (other than that allowed in any other clause of this Agreement) as the relevant Member of the Senior Executive decides is warranted.

### **3.7 LEAVE WITHOUT PAY**

Leave Without Pay for appropriate purposes may be granted by the University. The management of Leave Without Pay will be in accordance with the University policy and procedures for the granting of Leave Without Pay.

### **3.8 LONG SERVICE LEAVE**

#### **3.8.1 Purpose**

Long Service Leave is an entitlement that recognises a staff member's length of service with this University. The management of long service leave will be in accordance with the University's policy and procedures for Long Service Leave.

### **3.8.2 Entitlement**

A staff member is entitled to long service leave after seven (7) years of service. Long Service Leave is calculated at the rate of 1.3 weeks for every year of paid service.

3.8.2.1 Notwithstanding sub-clause 3.8.2, a protected staff member, in addition to service credited to the staff member at the time of their commencement with the University, accrues Long Service Leave at the following rates in combination and not separately:

- (i) If employed in ACT or NSW, two (2) months long service leave on full pay after ten (10) years of service, unless they made an irrevocable election to transfer to the uniform 1.3 weeks per year of service accrual rate; or
- (ii) If employed in Queensland, thirteen (13) weeks long service leave on full pay after ten (10) years of service and 1.3 weeks long service leave on full pay for each of the following five (5) years of service; and, thereafter
- (iii) If employed in Queensland, NSW or ACT, five (5) months long service leave on full pay per ten (10) years of service.

3.8.2.2 Where a staff member is ill or incapacitated while on long service leave for two (2) or more consecutive days, and the staff member produces proof of illness and/or incapacity (such evidence to be consistent with the requirements of sub-clause 3.10.4) the staff member will be placed on paid personal sick leave (where available) and re-credited the equivalent amount of long service leave.

3.8.2.3 Long service leave credits are transferable to the University from other Australian higher education institutions except where a staff member's appointment is externally funded and the grant does not provide for long service leave payment. A staff member shall be entitled to have service with previous institutions recognised for the purposes of determining their long service leave entitlement provided that:

- (i) any break in service with other Australian higher education institutions does not exceed three (3) calendar months, except where a person had been made redundant, in which case the break in service shall not exceed fifty-two (52) weeks;
- (ii) a staff member shall make any claim for recognition of service within six (6) calendar months of date of commencement.
- (iii) If a staff member's service with the University is not continuous, the aggregate period of service of the staff member, including service recognised from another institution, shall count as service for the purpose of determining the entitlement of the staff member to long service leave.
- (iv) If service with another institution is recognised for long service leave credit, the staff member is required to complete a period of three (3) years' service with the University before being eligible to take long service leave, unless the relevant Delegated Officer/Member of the Executive/Member of the Senior Executive agrees to a lesser period in special circumstances.

### **3.8.3 The Planning and Taking of Long Service Leave**

3.8.3.1 A staff member who is entitled to Long Service Leave will take the leave at a time or times that are mutually convenient to the University. The staff member must give the University six (6) months written notice to take the leave unless the University agrees to a shorter period of notice.



- 3.8.3.2 A staff member will normally take periods of long service leave in multiples of weeks and may take the leave on full or half pay.
- 3.8.3.3 In exceptional circumstances, a staff member, upon written request, may be granted approval to take their Long Service Leave for minimum periods of one (1) or two (2) days per week normally for a minimum period of three (3) months. Such circumstances include but are not limited to where a staff member has approval to transition to a pre-retirement contract arrangement.
- 3.8.3.4 If a staff member has a Long Service Leave entitlement of more than sixteen (16) weeks, the University may provide them with written notice to take up to 12 weeks leave, at a time convenient to the University, provided that:
- (i) The University must give the staff member written notice of at least six (6) months of the date on which the leave must start;
  - (ii) A staff member cannot be required to take Long Service Leave within twenty-four (24) months of the staff members confirmed date of retirement;
  - (iii) The minimum period of long service leave that the University can require a staff member to take is six (6) weeks;
  - (iv) The University cannot require a staff member to take any further Long Service Leave for two (2) years after taking leave under this sub-clause; and
  - (v) A staff member who provides notice of their plans to take Long Service leave at a particular date in the future may apply for deferral of the application of this sub-clause.

### **3.8.4 Cashing out Long Service Leave**

- 3.8.4.1 In circumstances where a staff member has become eligible for long service leave, that staff member may elect to cash out a portion of their accrued Long Service Leave credits such that either:
- (i) the staff member will retain a minimum balance of nine (9) weeks, or
  - (ii) the staff member may apply to take a period of long service leave and may also apply to cash out an equivalent amount of long service leave.
- 3.8.4.2 The staff member will receive payment at the rate equivalent to the amount the staff member would have received for working their ordinary hours during the period of long service leave to be cashed out.
- 3.8.4.3 In addition to the application to cash out some of their long service leave, the staff member must provide written notice to the University stating that they wishes to forego taking the Long Service Leave.
- 3.8.4.4 If a staff member wishes to forego an entitlement to take an amount of Long Service Leave (in accordance with this clause) the University will pay the staff member, within a reasonable timeframe, the amount of monies the staff member is entitled to receive in lieu of the amount of Long Service Leave.

### **3.8.5 Payment of Untaken Long Service Leave on Termination**

Where a staff member ceases employment with the University after seven (7) years recognised service; or after four (4) years recognised service where the staff member retires at their superannuation preservation age or later (including on the grounds of ill health), or dies; the University will pay to the person or their estate equivalent monies to the amount of accrued Long Service Leave not taken.

## **3.9 PARENTAL LEAVE**

### **3.9.1 Purpose**

In line with its stated Mission and to provide family friendly work/life balance support to staff, the University provides the following arrangements for staff who require leave in association with the raising and care for children:

- Leave associated with the birth of an infant or adoption of a child under school age; or
- Foster parenting leave for a child up to age of sixteen (16).

The management of Parental Leave will be in accordance with the University policy and procedures for Parental Leave.

### 3.9.2 Entitlement to Leave Associated with the Birth or Adoption of a Child, or Foster Parenting Leave, or Leave for Partners

3.9.2.1 A member of staff who is the primary carer is entitled to paid leave associated with the birth or adoption of a child in accordance with the following table:

Provision	Who is entitled?	Paid Leave Entitlement (Varies dependent on length of service)	Unpaid Leave entitlement	Pre-requisites/ conditions of leave	Extended parental leave without pay	Further unpaid parental leave
<b>Primary Carer A1</b> - Leave associated with the birth or adoption of a child	All continuing and fixed term staff where the staff member has less than fifty-two (52) weeks completed paid continuous service	1 week for each completed four (4) weeks of service	<b>A1(i)</b> Balance of entitlement up to fifty-two (52) weeks	Leave will not extend beyond child's first birthday.	<b>B1</b> Immediately following paid or unpaid leave up to a further fifty-two (52) weeks unpaid parental leave subject to written request to ACU to agree to the extension. Request must be made four (4) weeks prior to the end date of the original leave. Available upon request unless the staff member's partner has already taken twelve (12) months of parental leave.	<b>C1</b> In addition to and immediately following paid or unpaid leave at A and B - a further 52 weeks leave without pay for the care of children under school age. Renewable upon request annually for no more than fifty-two (52) weeks at any one time. Total period of leave must not extend beyond child reaching school age
<b>Primary Carer A2</b> - Leave associated with the birth or adoption of a child	All continuing and fixed term staff where the staff member has fifty-two (52) weeks completed paid continuous service but less than one hundred and four (104) weeks	Twelve (12) weeks at staff members ordinary salary rate or twenty-four (24) weeks at 0.5 of the staff member's ordinary salary rate	<b>A2(i)</b> Balance of entitlement up to fifty-two (52) weeks	Leave will not extend beyond child's first birthday.		
<b>Primary Carer A3</b> - Leave associated with the birth or adoption of a child	All continuing and fixed term staff where staff member has one hundred and four (104) or more weeks of completed paid continuous service	Twelve (12) weeks at staff members ordinary salary rate and forty (40) weeks at 0.6 of the staff member's ordinary salary rate		Leave will not extend beyond child's first birthday.		
The ACU staff member is entitled to return to substantive position at the original campus held prior to commencing leave. Return from parental leave will be managed according to the ACU Parental Leave policy.					On approval of extended parental leave-	Staff member is unattached from

	Staff member is entitled to return to substantive position at the original campus held prior to commencing leave. Return from parental leave will be managed according to the ACU Parental Leave Policy.	substantive position and will be placed in a suitable position subject to availability and will be managed in accordance with the ACU Parental Leave Policy.
<p>Parental leave for a staff member who is the primary carer commences no later than the date of birth or placement of the child. Where the staff member is pregnant or gives birth, parental leave may start up to six (6) weeks before the expected date of birth, or earlier if the supervisor and staff member agree. <b>Couples.</b> Each eligible member of a couple<sup>1</sup> may take a separate period of parental leave as the primary carer, however the couple are entitled to no more than twenty-four (24) months of paid or unpaid parental leave between them, generally taken separately in a single continuous period. The couples' leave period commences no later than the date of birth of the child however where one of the members of a couple is pregnant or gives birth, leave may start up to six (6) weeks before the expected date of birth or earlier if the supervisor and staff member agree. However, where a member of a couple assumes the role of primary carer immediately following a period of their partner's parental leave, the leave may start at any time within twelve (12) months after the birth or placement of the child. Extended Parental Leave at B1 is subject to request. This twenty-four (24) month total leave period also includes any concurrent or partner leave as stipulated below. *</p>		
<p>Who does it <u>not</u> apply to?  Staff who are not the primary carer of the child. Casual and Sessional Staff. Leave at provision A, B and C is only available where leave is unbroken and continuous except in the case of leave for partners or concurrent leave.</p>		

3.9.2.2 A member of staff who is the primary carer of a foster child; or a Partner; or a Casual or Sessional, is entitled to paid leave associated with the birth, adoption or fostering of a child in accordance with the following table:

Provision	Who is entitled?	Paid Leave entitlement	Unpaid leave entitlement
<b>*Leave for Partners or Concurrent leave</b>	A fixed term or continuing staff member who is the partner of a person who is the primary carer of the child.	<b>P1</b> -15 consecutive working days (or for periods where the aggregate does not exceed fifteen (15) working days) and must not commence before the birth or adoption of the child. This leave comes out of the staff member's entitlement to paid or unpaid parental leave at leave provision A1, A2 or A3 and must be taken within twelve (12) weeks from the birth or adoption of the child.	<b>P2</b> - In addition to leave at P1, a staff member may take up to five (5) weeks unpaid partners or concurrent leave during the partner's period of parental leave. This leave must not commence before the birth or placement of the child. The leave may be taken in separate periods however each period must not be shorter than two (2) weeks unless by agreement with supervisor. This leave comes out of the staff member's entitlement to paid or unpaid parental leave at provision A1, A2 or A3 and must be taken within twelve (12) months from the birth or adoption of the child.
<b>Foster Parent Leave</b>	A fixed term or continuing staff	Up to six (6) weeks on half pay on the child entering their care	

<sup>1</sup> Couple – A couple is where two employees (not necessarily of the same employer) are in a spousal or de facto relationship.

	member who is the primary carer of a foster child	if the child is younger than five (5) years of age OR Three (3) weeks leave on half pay on the child entering their care if the child is over five (5) years and under sixteen (16) years of age.	
<b>Parental Leave for Casual and Sessional Staff</b>	A casual or sessional staff member who has been engaged on a regular and systematic basis for a period of at least twelve (12) months and who are the primary carer of the child		Up to fifty-two (52) weeks unpaid parental leave. A further fifty-two (52) weeks of unpaid parental leave subject to written request to ACU to agree to the extension. Request must be made four (4) weeks prior to the end date of original leave.
<b>*Leave for Partners or Concurrent Leave for Casual and Sessional Staff</b>	A casual or sessional staff member who has been engaged on a regular and systematic basis for a period of at least twelve (12) months		A casual staff member may take 8 weeks unpaid partners concurrent leave during the partners period of parental leave. The leave must not commence before the birth or placement of the child and must be taken within twelve (12) months of the birth or adoption of the child. Concurrent leave can be taken in separate periods of no shorter than two (2) weeks unless by agreement with the supervisor.

3.9.2.3 Primary carer means a person who is:

- i. The birth mother of the newborn;
- ii. The adopting parent of the child; or
- iii. Another person caring for the child who would otherwise be the primary carer of the child subject to the University being provided with reasonable evidence to support that the person is the primary carer.

3.9.2.4 A staff member who is the primary carer and who returns from a period of leave associated with the birth or adoption of a child shall be entitled to return to their substantive position at their original campus, held prior to commencing on leave associated with the birth or adoption of a child, provided the leave does not exceed fifty-two (52) weeks. Where the period of leave is greater than fifty-two (52) weeks (except in the case where the leave taken is approved extended parental leave without pay outlined at 3.9.2.1) the staff member will become unattached from their substantive position. On return, the staff member will be placed in a suitable position if one is available.

### 3.9.3 Unplanned Cessation of Parental Leave

Should it be necessary to alter Parental Leave applied for and commenced, due to miscarriage or the death of a child, the following leave will be made available:

Type of Leave	Leave available
Birth/Adoption	12 weeks paid leave and up to 14 weeks unpaid
Leave for Partners	3 weeks paid leave and up to 14 weeks unpaid
Extended Parental Leave	14 weeks leave without pay

### 3.9.4 Federal Government's Paid Parental Leave Scheme

The parties to the Agreement shall review the impact of any future changes or amendments to the Federal Government's Paid Parental Leave Scheme (or its successor). The University

reserves its right to seek a variation to these provisions should any future legislative changes affect the operational costs of the University's Paid Parental Leave provisions.

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

#### **3.10.1 Purpose**

Personal/carer's leave in line with the University Mission acknowledges that staff of the University are also members of families and communities and have commitments not related to work.

The management of personal/carer's leave will be in accordance with University policy and procedures for Personal/Carer's Leave.

#### **3.10.2 Entitlement**

3.10.2.1 A staff member is entitled to utilise Personal/Carer's Leave for purposes including but not limited to personal illness; short term care of an ill family member or an elder; significant personal or community emergencies; Indigenous people's ceremonial leave; observance of religious/culturally significant days; or moving house.

3.10.2.2 Leave is granted at the rate of twenty (20) working days per annum on commencement and for each completed year of paid service. Fifteen (15) days of which shall be cumulative based on leave utilised in the previous year.

3.10.2.3 Ten (10) days Personal/Carer's Leave per annum is available for the purpose of taking Carer's Leave.

3.10.2.4 A staff member who becomes a grandparent is entitled to take up to ten (10) days personal/carer's leave for the purpose of caring for their child or grandchild during the six (6) month period commencing from the date of birth of the grandchild.

#### **3.10.3 Personal Sick Leave**

3.10.3.1 Staff covered by this Agreement who are absent on a period of personal leave for personal sickness purposes for more than three (3) consecutive working days shall provide proof of illness as required by this clause and University policy.

3.10.3.2 A staff member may be required to provide proof of illness for absences of less than three (3) consecutive working days in circumstances where the supervisor has a reasonable concern about the staff member's use of sick leave under the following circumstances, including circumstances where:

- (i) the staff member has a pattern of recurring absences on personal sick leave; and/or
- (ii) there is evidence that the staff member is not using personal leave for its proper purpose and notification has been provided. Such notification will be reviewed after six (6) months.

#### **3.10.4 Notice and Evidence Requirements**

3.10.4.1 A staff member will be required to provide to the University a medical certificate from a registered health practitioner. In the absence of such proof, the period of absence from duty will be without pay or, at the request of the staff member, will be deducted from their annual leave credits.

- 3.10.4.2 Medical certificates for up to five (5) days will be accepted from the following registered health practitioners: medical practitioner, chiropractor, osteopath, optometrist, physiotherapist, psychologist, oral and maxillo facial surgeon, registered midwife or dentist. Medical certificates will be accepted from Pharmacists, however, restricted to certificates for illness or injury that the Pharmacist is qualified to issue which are normally restricted to two (2) days or less. For the purposes of this Agreement a Pharmacist is not considered to be a medical practitioner.
- 3.10.4.3 Where the absence exceeds five (5) days and unless the registered health provider listed in 3.10.4.2 above is also a registered medical practitioner, applications for any further personal (sick) leave must be supported by evidence of illness from a registered medical practitioner not including a Pharmacist.
- 3.10.4.4 A staff member must not return to work if they have a medical certificate declaring that they are unfit for work during that period. A clearance certificate should be obtained if recovery is earlier than expected.
- 3.10.4.5 Where the University believes the certificate provided does not comply with this clause, the staff member will be referred to this clause and given a copy of the University's Personal (Sick) Leave policy and be advised of the specific concern/s with the certificate. The staff member will be given an opportunity and a time-frame, to obtain an amended certificate from their registered health professional. Where a complying medical certificate is not provided by the staff member in the time-frame specified, the absence will be treated as leave without pay or another form of approved leave (if available).
- 3.10.4.6 Subject to the same evidentiary requirements specified in sub-clause 3.10.4, casual and sessional staff are entitled to up to two (2) days of unpaid Personal/Carer's Leave for each occasion (a permissible occasion) when a member of the staff member's immediate family or household requires care or support because of:
- (a) A personal illness, or personal injury, affecting the member; or
  - (b) An unexpected emergency affecting the member.

### **3.11 RECREATION LEAVE**

- 3.11.1 Recreational leave is a combination of leave types that recognise minimum entitlement(s) and other forms of recreational leave to assist staff to achieve work-life balance. Recreational leave encompasses Annual leave, University Holidays and Public Holidays. The management of Recreational leave will be in accordance with the University's Policy and procedures for Recreational leave.
- 3.11.2 Entitlement to Recreation Leave**
- 3.11.2.1 A staff member is entitled to Annual Leave at the rate of twenty (20) working days for each completed year of paid service from the date of their appointment, or pro rata thereof.
- 3.11.2.2 A staff member can seek the approval of the delegated officer to continue to accrue annual leave above forty (40) days on the condition that an application has been made and approved for the staff member to take sufficient annual leave to bring their accrued entitlement below twenty (20) days within one (1) year.
- 3.11.2.3 Where a staff member is ill or incapacitated while on annual leave for two (2) or more consecutive days and the staff member produces proof of illness and/or incapacity, and such evidence is in accordance with sub-clause 3.10.4, the staff member shall be placed on personal sick leave (where available) and re-credited the equivalent amount of annual leave.

3.11.2.4 A staff member is entitled to a minimum of ten (10) public holidays per annum as observed in each State or Territory to be taken on the day gazetted by the relevant state or territory authority. These are Christmas Day; Boxing Day; New Year's Day; Australia Day; Good Friday; Easter Monday; ANZAC Day; Queen's Birthday; Labour Day; Melbourne Cup; Ballarat Cup or Ballarat Show Day (whichever is first gazetted as a public holiday) (VIC); Queensland Show Day (QLD); Canberra Day (ACT); Reconciliation Day (ACT); Friday before AFL Grand Final (VIC); Adelaide Cup Day (SA) and Bank Holiday (NSW) – which alone will be taken in conjunction with the annual Christmas closedown.

3.11.2.5 Staff members are entitled to three (3) days of University Holidays which are associated with the annual Christmas closedown.

### **3.11.3 Planning for Leave and Applying for and Taking Leave**

3.11.3.1 Annual leave will be taken at a time or times that are mutually convenient to the University and the staff member.

3.11.3.2 An academic staff member and their supervisor are required to make provision for the staff member to take annual leave when consulting about the staff member's academic workload allocation each year.

### **3.11.4 Fractional Staff to Take Leave Outside the Semester/Teaching Period**

Unless otherwise agreed by the University, fractional staff members will normally take their accrued annual leave during the periods of the year when they are not required to attend work to perform their duties. These periods of time will normally be outside the teaching period for Academic staff.

### **3.11.5 Management of Excess Annual Leave**

#### **Direction to Take Leave**

3.11.5.1 In circumstances where a staff member's annual leave credits exceed forty (40) days, the University is entitled to direct that staff member to take ten (10) days annual leave to immediately reduce the balance of their annual leave credits below thirty (30) days by a specified date.

3.11.5.2 Any such notice shall provide that, within two (2) months of the date of the notice the staff member may negotiate with their Supervisor for an agreed time for the leave to be taken to bring the accrued leave entitlement below thirty (30) days within six (6) months of the date of the notice.

3.11.5.3 If, at the expiry of two (2) months from the date of the notice referred to in sub-clause 3.11.5.2 above, no agreed plan for reducing the accrued annual leave entitlement has been established in accordance with sub-clause 3.11.5.2 or above; or the staff member cancels such planned leave; in the absence of any exceptional circumstances the University may direct the staff member to take sufficient annual leave to bring their accrued entitlement below thirty (30) days, and may direct the dates on which such leave will be taken. The University must give at least two (2) months' notice of the date on which the staff member is directed to take leave.

3.11.5.4 In circumstances where the staff member is directed to take annual leave, the University will be entitled to deduct from the staff member's accrued annual leave the amount of annual leave that the staff member has been directed to take at the conclusion of the directed period.

### **3.11.6 Cashing out excess Annual Leave**

3.11.6.1 In circumstances where a staff member's annual leave entitlement exceeds forty (40) days, the staff member may elect to cash out up to twenty (20) days of annual leave if the staff member is a full-time staff member, (and pro rata of the full-time entitlement to twenty (20) days if the staff member is a part time staff member), at the rate equivalent to the amount the staff member would have received for working their ordinary hours during the period to be cashed out if:

- The staff member provides written notice to the University stating that they wish to forego the annual leave and receive the payment instead; and
- The University agrees to allow the staff member to forego the annual leave.

3.11.6.2 If a staff member wishes to forego an entitlement to take an amount of annual leave (in accordance with this clause) the University will pay the staff member, within a reasonable time, the amount of pay the staff member is entitled to receive in lieu of the amount of annual leave.

### **3.11.7 Payment of Untaken Leave on Termination**

Where a staff member ceases employment with the University or dies, that person or their estate shall be paid in lieu of annual leave not taken where such leave is owing.

## **3.12 TRADE UNION TRAINING LEAVE**

3.12.1 The University will grant up to seven (7) days per annum of leave (on full pay) each calendar year to authorised union delegates for the purposes of them undertaking trade union training, development and other related educative activities. The management of Trade Union Training Leave will be in accordance with the University's policy and procedures for Trade Union Training and Development Leave.

The granting of Trade Union Training Leave is in addition to the provisions of Community Service Leave. Further, staff members who are authorised delegates may also apply for developmental opportunities in accordance with the general provisions of section 4 of this Agreement.

3.12.2 Trade Union Training Leave is non-cumulative and is subject to normal leave provisions, including approval by the staff member's supervisor in circumstances where it is mutually convenient for the staff member and the University for the leave to be taken.

## **3.13 WORKERS' COMPENSATION LEAVE**

3.13.1 Leave associated with a work-related injury causing an incapacity for work shall be determined in accordance with the relevant legislation in the State or Territory in which the staff member is normally located; and the University's Workers' Compensation and Workplace Rehabilitation Policy and Procedures.

### **3.13.2 Common Law Action by Injured Workers**

3.13.2.1 If a staff member pursues a common law claim in relation to the injury, either against the University or another entity, the University shall be informed of such action and provided with details of the action.

3.13.2.2 If as a result of such action, damages are awarded to the staff member, the staff member shall repay any make-up pay or other payments made by the University, provided the sum awarded includes damages for loss of income.

3.13.2.3 If the amount of damages awarded is decreased by a judgement of contributory negligence by the staff member, the staff member shall repay an equivalent pro rata amount to the University having regard to the judgement of contributory negligence.



- 3.13.2.4 A staff member may use personal (sick) leave credits to cover any absence relating to their injury, providing this personal (sick) leave is not used concurrently with workers' compensation leave under this Agreement.

**3.14 LEAVE AND MAKE-UP PAY FOR INJURED WORKERS IN VICTORIA**

- 3.14.1.1 A staff member in Victoria who receives compensation for total or partial incapacity in accordance with sub-clause 3.13.2.2 shall be granted leave in accordance with this clause. This leave shall be paid at the rate of pay payable prior to the injury, less any overtime, travelling allowance, incidental expenses or payment of a temporary nature and less any amount payable as weekly compensation and any amount the staff member is earning during employment by reason of partial incapacity, whether such employment is with the University or any other employer.
- 3.14.1.2 Leave granted under this clause shall be for a maximum period of fifty-two (52) weeks, either as a continuous period or an aggregate period, in respect of any one injury.
- 3.14.1.3 Where a second claim for make-up pay originates within the term of the first claim, the period of fifty-two (52) weeks will start again from the second injury.

## **SECTION 4    MANAGING FOR PERFORMANCE EXCELLENCE**

### **4.1        PERFORMANCE EXCELLENCE**

Performance Excellence requires the alignment of our academic and professional staff with organisational strategic priorities through employment processes including development, reward, planning and review, and management of unsatisfactory performance. Staff, supervisors and the University each have responsibilities for managing for performance excellence.

#### **4.1.1      Roles and Responsibilities in Managing for Performance Excellence**

4.1.1.1    The staff member's responsibilities include full participation, engagement, resolving issues, meeting standards and ensuring quality. This means that staff, relevant to role, should have capacity to teach our students, conduct our research, and, deliver high standards of support services, systems and processes.

4.1.1.2    The supervisor provides the context for the work of the Faculty/School/Centre/Directorate/Portfolio that clearly conveys the organisation's performance expectations of all individual staff. Supervisors provide direction and clarify how every individual role contributes to the strategic priorities of the work unit and the University. Supervisors support and monitor staff contribution, through ongoing dialogue with staff, setting expectations of performance, implementing change, and, working with staff to resolve issues.

4.1.1.3    The University invests in Professional Development programs that provide a diverse range of practical and informative skill related courses, and opportunities for career development. Professional Development programs are designed to enhance the capabilities and performance of staff, and support the implementation of organisational strategy. The organisation has performance excellence processes that support staff and supervisors including the capacity to manage individual staff members who do not meet the University's requirements for performance excellence.

### **4.2        PROFESSIONAL DEVELOPMENT PROGRAMS FOR STAFF**

4.2.1      To support the University's achievement of its strategic goals and priorities and to develop and support staff contributions to this achievement, the University will continue to provide a comprehensive professional development program. The professional development program is designed to develop staff knowledge, skills, competencies, professional capacity and effectiveness within the University, and to promote improved engagement, performance and efficiency.

4.2.2      From time to time the University may identify essential Professional Development Programs for all staff and/or segments of the University workforce. The University will notify staff of the essential requirements, the timeline for their completion, and, the possible consequences of non-completion. Attendance at essential Professional Development Programs occurs during work time.

4.2.3      In circumstances where a casual or sessional staff member is required to participate in professional development programs, the casual or sessional staff member will receive appropriate remuneration for their attendance and participation in accordance with the provisions of Schedule 2. Such remuneration will be at the relevant 'other academic activities' rate for sessional academic staff.

4.2.4      Casual and sessional staff members are encouraged to attend other relevant professional development and discipline related activities offered by the University, and to maintain collaborative working relationships. Attendance at any of these activities may be paid for at the "other academic activities rate", subject to and following the approval of the National

Head of School or delegate.

- 4.2.5 The University provides a range of programs for all staff that develop knowledge, skills, competencies, professional capacity and effectiveness. These programs provide development for the staff member's current role, development for possible future roles, and personal development. These programs are normally openly advertised, centrally funded and staff self-identify for attendance. In some circumstances programs are available to an identified segment of the workforce.

Overall the programs cover:

- ACU processes;
- Management and Leadership;
- Technical skills;
- Individual development of core capability and competences;
- Staff formation including Staff Retreat; and
- Individual wellness.

The University provides support to Professional Staff who may apply, through a competitive and meritorious application process, to attend the following programs:

- Certificate IV Frontline Management – Ten (10) Scholarships per year
- Certificate IV Business Administration – unlimited
- Access to Emerging Leaders and Managers Program (ATEM) – up to Twenty (20) participants per year.

The University provides the opportunity for staff to register their interest in upcoming job opportunities (including potential secondments and transfers). Staff members are encouraged to register with Careers@ACU which provides information about such opportunities on an individual basis.

### **4.3 STUDY TIME AND FINANCIAL ASSISTANCE TO SUPPORT STUDY**

- 4.3.1 The University encourages the personal commitment of each staff member to continuous learning by providing those who are undertaking further education courses with the following support and assistance:

- (i) If an academic staff member successfully completes an accredited postgraduate course that is relevant to the University (e.g. The ACU Graduate Certificate in Higher Education) financial assistance of up to \$300 per unit, pro-rata for other than full-time employment fraction, may be provided.
- (ii) If a professional staff member is undertaking a course of study to assist their development and the course satisfies the needs of the University, study time of up to a maximum of six (6) days per annum and financial assistance of up to \$300 per unit, pro-rata for other than full-time employment fraction, may be provided.
- (iii) Approval of requests for study time is subject to the requirement that University operational and customer service needs are appropriately met.
- (iv) Approval of financial assistance is subject to evidence of completion.
- (v) Study Time and financial assistance will be in line with this Agreement and with the University's policy for Study Support.

### **4.4 INDUCTION**

All staff members (including casual and sessional staff) must participate in the University's relevant induction program in a timely manner, including any additional modules (including online modules) that may be developed following the staff member's appointment.

A casual staff member, including a sessional staff member, will receive appropriate payment for participation.

#### **4.5 INCREMENTAL PROGRESSION**

4.5.1 A staff member will normally achieve progression to the next point on an incremental scale of the salaries detailed in Schedule 1, following each twelve (12) months of paid service. The staff member must be able to demonstrate that they have met the necessary performance outcomes and expected levels of achievement for incremental progression, as assessed by the staff member's supervisor following a performance review carried out in accordance with the University's procedures. An increment shall not be withheld other than in accordance with the University's policy and procedures for Incremental Progression.

#### **4.6 PERFORMANCE-RELATED REWARD AND RECOGNITION**

The University will develop a fair, transparent, equitable and funded performance-related reward and recognition framework.

#### **4.7 BENEFITS FOR ACADEMIC STAFF**

##### **4.7.1 Academic Promotions**

Each year the University will advertise an internal Academic Promotion process for promotion to Lecturer, Senior Lecturer, Associate Professor and Professor.

The Academic Promotions process is based on the following principles:

- Criteria is published and available to all academic staff; and,
- Assessment is on the merit of the application made by the applicant.

Nothing in this Agreement precludes an additional public or invitational Academic Promotions round.

In the event that the application is unsuccessful, the Committee will provide the applicant with written advice that provides relevant information and guidance to inform the unsuccessful applicant where the application was considered not to have met the general selection criteria.

The management of Academic Promotions will be in accordance with the University policy and procedures on Academic Promotions.

##### **4.7.2 Research Awards for Women Academic Staff**

As a Gender Equity initiative of the University, the University will provide up to three (3) research awards per annum (valued at \$12,500 each) for women academic staff who return to the University following a period of authorised leave in association with the birth of an infant or adoption of an under school age child. These awards will be available within two (2) years of returning from such leave to support women academic staff to re-establish their research profile consistent with the strategic directions of the University.

##### **4.7.3 Childcare Support**

As a Gender Equity initiative, the University will provide up to \$1,250 in the form of childcare support to women academic staff who, within three (3) years of returning to the University following a period of authorised leave in association with the birth of an infant or adoption of an under school age child, are presenting a refereed paper at an international conference held either within Australia or overseas.

## **4.8 PERFORMANCE - REVIEW AND PLANNING AT ACU**

### **Principles**

4.8.1 The performance review and planning process at the University provides a framework for identifying the required standard of work and evaluating performance. The process includes:

- (i) the identification of a range of activities to be performed by the staff member and the expected outcomes and/or level of achievement to the required standard, and its links to work area and organisational priorities; and,
- (ii) the identification of skills and/or competencies required and the associated professional development requirements.

4.8.2 All continuing and fixed-term staff members and their nominated supervisor will participate on an annual basis in the relevant performance review and planning process as established from time to time.

4.8.3 The performance planning and review process provides staff and supervisors with the opportunity to:

- (i) determine work activities and their links to work area and organisational priorities and the expected outcomes and/or level of achievement expected over the next annual review period;
- (ii) discuss knowledge, skills and competencies required and the associated professional development required to support performance excellence in the role;
- (iii) discuss the staff member's plans for taking annual, long service and other leave;
- (iv) discuss academic career pathways and work patterns including the annual workload (academic only);
- (v) discuss, as appropriate, any personal/work issues that may impact on work performance;
- (vi) provide feedback in relation to individual performance also with reference to work area and organisational goals;
- (vii) determine if the staff member is eligible for incremental advancement;
- (viii) assess if the staff member is meeting probation requirements;
- (ix) discuss and identify assistance and support that will be provided to improve performance where performance is assessed as requiring improvement.

4.8.4 The performance planning and review process will integrate with University arrangements in relation to probation, incremental progression and considerations for salary flexibility.

4.8.5 It is expected that supervisors will provide regular feedback on performance as part of the performance review processes at ACU and will deal promptly and fairly with issues relating to performance.

### **4.8.6 Principles for Managing Unsatisfactory Performance**

This clause does not apply to staff members serving a period of probation whose employment will be managed in accordance with the University policies and procedures relating to probationary employment.

During any meetings to discuss possible unsatisfactory performance, a staff member may choose to be assisted by a person of their choice, including a staff representative, but not a practising solicitor or barrister.

Nothing in this clause prevents the relevant Member of the Executive or the Vice-Chancellor and President from referring a question of possible unsatisfactory performance to a supervisor or Member of the Executive for appropriate action.

## **4.9 MANAGING UNSATISFACTORY STAFF PERFORMANCE**

### **4.9.1 Initial Feedback Mechanisms**

- 4.9.1.1 A supervisor should normally address issues of possible unsatisfactory performance promptly as part of the performance review processes and provide ongoing feedback to the staff member; including notification to the staff member that this consideration is within the process of managing unsatisfactory performance.
- 4.9.1.2 If a supervisor concludes that the performance of a staff member does not meet the required standard, the supervisor will address the issue(s) promptly and, in consultation with the staff member, will develop and implement specific strategies to address any concerns related to the staff member's performance.
- 4.9.1.3 To assist the staff member to address any concerns related to the staff member's performance, the supervisor will:
- (i) outline to the staff member the required standard of work and the nature of the improvement(s) required and the time within which reasonable improvement is expected;
  - (ii) identify any required skill development or training to be provided, and a staff member will not unreasonably refuse to undertake skill development and/or training;
  - (iii) outline the possible consequences if the staff member's performance does not improve;
  - (iv) provide the staff member with a copy of the advice (first written advice) concerning the performance improvement required; and
  - (v) determine a time line to review whether the performance is improved or whether the matter should be pursued further.

### **4.9.2 Follow-up Feedback Mechanisms**

- 4.9.2.1 If, following the steps taken under sub-clause 4.9.1.3, the staff member continues to perform below the required standards expected, and does not meet the required standard of work the supervisor will provide the staff member with a second written advice of the need for the staff member's performance to improve, the time line for the next review and that at the conclusion of the specified period, a review of the staff member's performance will occur.
- 4.9.2.2 Where applicable, a copy of the second written advice will also be provided to the relevant Member of the Executive responsible for the work unit in which the staff member works.
- 4.9.2.3 If, at the end of the specified review period, the staff member's performance has improved to the required standard, the supervisor will provide the staff member with written confirmation of the staff member's improvement and expectations for future performance as may be specified in the staff member's performance review and plan. Where applicable a copy of the advice will also be provided to the Member of the Executive responsible for the work unit in which the staff member works.
- 4.9.2.4 If, at the end of the specified review period, the staff member's performance has not improved to the required standard, the supervisor may implement the Unsatisfactory Performance Procedures as set out in 4.9.3 or take other appropriate action.

### **4.9.3 Unsatisfactory Performance Procedures**

- 4.9.3.1 If, at the end of the specified review period referred to in sub-clause 4.9.2.1 the staff member's performance has not improved to the required standard, the supervisor will submit a report to this effect to relevant Member of the Executive for consideration and, at the same time, provide a copy to the staff member.

- 4.9.3.2 The staff member will be advised that within ten (10) working days of receiving a copy of the report, the staff member must submit to the Member of the Executive a written response to the report. The staff member will also be advised in writing that if they fail to submit a response, the Vice-Chancellor and President may determine that the staff member's performance has been unsatisfactory, and take disciplinary action as defined in sub-clause 1.3 (viii) of this Agreement.
- 4.9.3.3 The Member of the Executive will consider the report and the response provided by the staff member and consult with the supervisor and the Director Human Resources (or nominee) as appropriate.
- 4.9.3.4 Following consideration in 4.9.3.3 the relevant Member of the Executive will provide the Member of the Senior Executive with a copy of the report and the written response. The Member of the Senior Executive will need to be satisfied that:
- (i) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;
  - (ii) an adequate opportunity to respond was given;
  - (iii) any response was taken into account; and,
  - (iv) a reasonable opportunity has been afforded to remedy the performance problem.
- 4.9.3.5 The relevant Member of the Senior Executive may then decide to:
- (i) take no further action and advise the staff member accordingly;
  - (ii) refer the matter back to the Member of the Executive or the supervisor to ensure that the steps referred to in clause 4.9.2.1 are complied with in substance and in a manner appropriate to the circumstances; or,
  - (iii) recommend to the Vice-Chancellor and President that disciplinary action be taken.
- 4.9.3.6 Before deciding to take disciplinary action, the Vice-Chancellor and President will have regard to the supervisor's report and the response from the staff member (if received). The Vice-Chancellor and President's decision will be made on the basis of information provided to the staff member and their response.
- 4.9.3.7 In circumstances where the Vice-Chancellor and President decides to terminate the staff member's employment for cause based on unsatisfactory performance, the Vice-Chancellor and President will provide the staff member with the opportunity to put any matter to him or her directly and the staff member will have five (5) days to do so.
- 4.9.3.8 The Vice-Chancellor will advise the staff member of his or her decision, and of the operative date of any disciplinary action to be taken. In circumstances where the Vice-Chancellor decides to terminate the staff member's employment the following notice (or payment in lieu thereof) will be provided in accordance with this clause. The staff member will receive the minimum period of notice, or payment in lieu of notice, on their last day of duty as outlined below:

<b>Period of Continuous Service at the end of the day the notice is given</b>	<b>Period of Notice</b>
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years and greater than 2 years continuous service	Plus one additional week to the above

- 4.9.3.9 If, following receipt of advice from the Vice-Chancellor and President, a staff member believes that fair and proper procedures have not been followed, the staff member may seek to have the process reviewed by a member of the Panel of Independent Chairs.
- 4.9.3.10 The member of the Panel (Reviewer) will review, the steps taken during the process of applying this clause in order to establish whether the staff member was afforded procedural fairness throughout that application. The Reviewer will submit a report on the findings of this review, including recommendations if appropriate, to the Vice-Chancellor and President.
- 4.9.3.11 Subject to the outcome of any review by the Reviewer, if formal disciplinary action is to be taken, the Vice-Chancellor and President will advise the staff member in writing of the decision and the date of effect of the decision.
- 4.9.4.12 Nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.



## **SECTION 5 WORKING ARRANGEMENTS**

### **5.1 WORK-LIFE ARRANGEMENTS**

To assist staff to balance their various work and life responsibilities, the following flexible working arrangements that may be available to a staff member include:

- (i) Changing hours of work;
- (ii) Changing patterns of work;
- (iii) Changing the location of work (e.g. an alternative campus or a period of time working from home);
- (iv) Changing work arrangements, including Job Share.

#### **5.1.1 Request for Flexible Working Arrangements**

A staff member who:

- has responsibility for the care of a child who is school age or younger;
- has a child who is under eighteen (18) years of age and who has a disability;
- is a carer (within the meaning of the Carer Recognition Act, 2010 (NSW));
- is fifty-five (55) years or older;
- has a disability;
- is experiencing family violence or who is providing care or support to a member of the staff member's immediately family or household who requires care or support because the member is experiencing violence from the member's family;
- is a parent, or has responsibility for the care of a child: and is returning to work after taking leave in relation to the birth or adoption of the child;
- is a casual staff member and has completed at least twelve (12) months of continuous service immediately before making the request or is a long term casual employee immediately before making the request, and has a reasonable expectation of continuing employment on a regular and systematic basis,

may submit a request for a change to their working arrangements.

- (i) The staff member must lodge their request in writing with their nominated supervisor. The request must set out the details of the change sought and provide the reasons for the change.
- (ii) The University will provide a written response to the request within twenty-one (21) days advising whether the request is granted or refused.
- (iii) The University may only refuse a request on reasonable operational grounds and if the request is refused, the response will include details of the reasons for the refusal.

#### **5.1.2 Changing Patterns of Work Including Reversion to Part-Time Work**

A full-time staff member may apply to work part-time on a temporary or ongoing basis according to the staff member's contract of employment and the needs of the University. There is no limit to the fraction of full-time workload that a part-time staff member may work, although this is at the discretion of the University.

#### **5.1.3 Job-Sharing**

Job-sharing will be subject to operational requirements of the organisational unit and may be introduced by agreement between the staff member(s) and the supervisor. Staff working in a job-share arrangement will normally share one full-time position at the same classification

level, with each person working part-time on a regular basis and in accordance with the conditions for part-time staff established under this Agreement.

## **5.2 WORKING ARRANGEMENTS – ACADEMIC STAFF**

### **5.2.1 Principles of Academic Availability**

5.2.1.1 It is acknowledged that, from time to time, academic staff will undertake a range of duties that either necessitate or benefit from their absence from campus. It is expected that staff will be available for scheduled School, Faculty and University meetings, and for interaction and consultation with students and colleagues on a reasonable basis. Details of such availability shall be made publicly available to students, colleagues and the relevant National Head of School. The manner in which these details will be published and recorded is to be determined by the National Head of School.

5.2.1.2 It is also expected that staff, if they have not submitted leave forms, will be undertaking work on-campus, or will have given prior notification to their National Head of School/Executive Dean or delegate of where they are conducting research or other related academic functions off-campus. The University and its Insurers are not normally able to indemnify or provide workers' compensation coverage to a staff member who has not made appropriate prior arrangements with the relevant National Head of School/Executive Dean in relation to any off-campus activities.

### **5.2.2 Annual Academic Workloads**

Academic staff shall be consulted on workload which will be allocated as fairly and equitably as possible. The workload of academic staff will be allocated on an individual basis, consistent with the Academic Workload Policy that recognises the requirements to undertake minimum teaching and other academic activities including, research and scholarship, administration, leadership and/or service, consistent with and relative to the staff member's Academic Career Pathway.

5.2.2.1 The basis for calculation of the annualised academic workload is thirty-five (35) hours per week times the number of weeks in a year. In any calendar year an academic staff member is entitled to the following to achieve work-life flexibility and to support the staff member's health and wellbeing through taking a break from work to recreate:

- Annual Leave: 20 days (140 hours)
- 10 public holidays: 10 days (70 hours)
- University holidays: 3 days (21 hours).

This results in a rounded figure of 1,595 hours per academic staff member per annum of academic staff availability to be managed through work allocation in accordance with this clause and the Academic Workload Policy.

5.2.2.2 The National Head of School or delegate will assign workloads in accordance with the University's Academic Workload Policy with the expectation that a competent staff member can perform their allocated duties in 1,595 hours per year.

5.2.2.3 The teaching requirements of all courses have to be met within the resources available to the University and are therefore allocated first.

### **5.2.3 Broad Definition of Academic Work**

Teaching, Research, Academic Leadership/ Service, and related academic activities are considered together under the broad headings below.

5.2.3.1 Teaching and Scholarship of Teaching may include:

- preparing teaching materials for face-to-face, online and other modes of delivery;

- developing units and courses, including online, off-campus and off-shore learning materials and obtaining professional accreditations;
- conducting lectures, laboratory classes, tutorials, seminars, workshops, field or practicum supervision or clinical education;
- developing and/or delivering online learning;
- supervising honours year and postgraduate coursework students' projects;
- scholarly activity to maintain professional currency in the discipline area;
- designing and preparing student assessment;
- developing innovations including the use of new technologies;
- developing and implementing updated pedagogical methods;
- preparing and submitting learning and teaching grant applications;
- marking and student feedback; and
- student consultation.

#### 5.2.3.2 Research may include:

- supervising research higher degree students;
- undertaking a master's qualification (normally an initial masters in an approved area of expertise when required by the role);
- undertaking a Doctor of Philosophy (or equivalent);
- undertaking and publishing research;
- writing articles and other works for publication;
- preparing and submitting research grant applications;
- conducting research activities following a successful grant;
- presenting scholarly papers, addresses to conferences and the like and their subsequent publication;
- scholarly activity to maintain professional currency in the discipline area;
- editing journals;
- curating exhibitions and directing performances other than those related to teaching responsibilities; and
- relevant and approved professional development.

#### 5.2.3.3 Other Activities including administration and/or University service may include:

- undertaking a role with formal staff supervision including of continuing, fixed-term, sessional and casual teaching and/or research staff and professional staff in a University-assigned role (e.g. National Head of School, Associate Dean, Deputy Dean, State Head of School, Director of a Centre/Academy/Institute, Deputy Head of School);
- undertaking a role such as:
  - Course Coordinator or Course Advisor;
  - Timetable Liaison Officer;
  - Chair of a Course Implementation Committee, Faculty or School Standing Committee, University Committee, Course Development/Review Committee (other than as a Deputy Dean, National Head of School, State Head of School, Deputy Head of School or Associate Dean);
- contributing to committees such as course development and review committees;
- organising and/or attending meetings, forums and/or seminars;
- peer review and quality assurance activities;
- independent moderation of assessment;
- mentoring;

- mandatory professional learning;
- attending graduations, orientation, open days and the like;
- other administrative and relevant activities that occur from time to time;
- contributing to and involvement with professional associations, business, industry and unions;
- contributing to and involvement with relevant government and community bodies and associations, consistent with the University's engagement strategy; and
- promoting the University in the community.

## **5.2.4 Academic Career Pathways**

5.2.4.1 ACU has created flexible academic roles through the introduction of the five Academic Career Pathways:

1. Teaching-focussed;
2. Teaching and Research;
3. Research-focussed;
4. Research-only; and
5. Academic Leadership / Service

5.2.4.2 The Academic Career Pathway for the staff member is a University decision which is based on the contribution, participation, outcomes and outputs of an individual staff member as measured by the minimum requirements and quality standards identified by the University.

5.2.4.3 An academic staff member's career pathway may vary from time to time based on individual and/or University requirements.

5.2.4.4 An academic staff member may request a variation of their Academic Career Pathway and any change can only occur through discussion with, and with the written agreement of, the University. The normal process for discussion is the annual or interim Performance Review and Planning process.

5.2.4.5 Nothing in this Agreement prevents a staff member from being required to change their Academic Career Pathway in accordance with the Performance Review and Planning Program for Academic Staff process.

5.2.4.6 A variation to an Academic Career Pathway can only be approved by a Member of the Executive.

5.2.4.7 The following summarises the various academic career pathways available to the University and its staff; including the minimum / maximum (as required) teaching, research, scholarship, leadership and administrative activities. Each career pathway has a continuum of academic activity to reach full participation, and, allocation of an annual workload.

(i) **Teaching and Research Academic Career Pathway**

A Teaching and Research Academic undertakes teaching and scholarship of teaching including scholarly activities, research and other activities. In the workload allocation for teaching, the number of face-to-face hours will not exceed three hundred and thirty-six (336) hours. The research component will not normally be less than 20% of the total workload allocation and will not normally exceed 50% of the total workload allocation. Other activities will not normally exceed 30% of the total workload allocation.

(ii) **Teaching-focussed Academic Career Pathway**

A Teaching-focussed Academic undertakes teaching and scholarship of teaching including scholarly activities and other activities. In the workload allocation for teaching, the number of face-to-face hours will not exceed four hundred and eighty

(480) hours. Other activities will not normally exceed 30% of the total workload allocation.

(iii) **Research-focussed Academic Career Pathway**

A Research-focussed Academic undertakes research, teaching and scholarship of teaching including scholarly activities and other activities. The research component will not normally be less than of 60% of the total workload allocation. In the workload allocation for teaching, the number of face-to-face hours will not exceed one hundred and sixty-eight (168) hours. Other activities will not normally exceed 30% of the total workload allocation.

(iv) **Research-Only Academic Career Pathway**

A Research-only Academic undertakes research, other activities and may undertake some teaching and scholarship of teaching including scholarly activities. The research component will not normally be less than 80% of the total workload allocation. Where teaching is allocated, the number of face-to-face hours will not exceed ninety-six (96) hours. Other activities will not normally exceed 30% of the total workload allocation.

(v) **Academic Leadership/Service Academic Career Pathway**

An Academic Leadership/Service Academic undertakes leadership and service (under Other Activities) and may contribute to teaching and scholarship of teaching and/or research. The research component will not normally exceed 30% of the total workload allocation. In the workload allocation for teaching, the number of face-to-face hours will not exceed one hundred and sixty-eight (168) hours. Other activities will not normally exceed 80% of the total workload allocation.

## **5.2.5 Management of Academic Workload**

5.2.5.1 Academic workload will be managed in accordance with the Academic Workload Policy.

5.2.5.2 To ensure a staff member achieves the full allocation of an annual workload of 1595 hours, the operation of the continuum allows for flexibility with regard to the proportions of academic activities undertaken within all Career Pathways. To the extent that a staff member, through the normal allocation of workload in their relevant Career Pathway cannot achieve the required 1595 hours, the continuum must always be read flexibly to enable the staff member to achieve a full workload allocation.

5.2.5.3 Research workload allocation for all Academic Career Pathways will be determined in accordance with the ACU Academic Workload Policy supported by the Faculty Research Workload Review Panel (or its successor or equivalent).

5.2.5.4 Workload allocation is by the National Head of School or delegate in consultation with the staff member. Academic staff members must work with their nominated supervisor to achieve a full annual workload.

5.2.5.5 The normal expectation is that the workload of a staff member undertaking teaching and related activities will not exceed fifteen (15) contact hours in any week. A Teaching and Research academic staff member will not be required to teach in more than thirty (30) weeks in any calendar year and a Teaching-focussed staff member will not be required to teach for more than thirty-six (36) weeks in any calendar year. These normal expectations are subject to the staff member achieving a full annual workload allocation.

5.2.5.6 Where the requirements of the Academic Role with respect to performance of teaching quality standards and/or research expectations, are not maintained, staff will be managed and consulted with in accordance with the provisions of section 4 of this Agreement.

5.2.5.7 To the extent that a staff member is deemed to have not met the requirements for contribution, participation outcomes and/or outputs as measured by the minimum requirements and quality standards identified by the University, the staff member will be managed in accordance with Section 4 of this agreement insofar that their performance may be considered unsatisfactory.

## **5.2.6 Workload Advisory Committee (WAC)**

5.2.6.1 The WAC is established for the purpose of supporting the implementation of Working Arrangements – Academic Staff clause of this Agreement.

5.2.6.2 The membership of the WAC will be three (3) nominees of the University, including two (2) academic staff members nominated by the Provost one of whom is an Executive Dean, and a Human Resources representative, and three (3) academic staff union nominees. The Workload Advisory Committee will have an Executive Officer/ Project Officer(s) to provide executive and other support.

5.2.6.3 The role of the WAC is to:

- (i) Support the implementation of the Working Arrangements – Academic Staff clause of this Agreement;
- (ii) Provide input into the evaluation of the supporting electronic workload system;
- (iii) Receive, discuss and consider submissions on issues referred by academic staff members, National Heads of School or Executive Deans relating to the operation of the Working Arrangements – Academic Staff clause and make recommendations to the Provost. Submissions must relate to the operation and/or implementation of the Working Arrangements – Academic Staff clause. Matters involving or raised by an individual staff member may only be addressed by the WAC in accordance with the provisions of sub-clauses 5.2.7.3 and 5.2.7.4.
- (iv) Make recommendations on the operation and/or implementation of the Working Arrangements – Academic Staff clause to the Provost. Following consideration, the Provost will refer those recommendations that are accepted to the ACUSCC for consultation. Following consultation at ACUSCC, the Provost will then refer the matters to the Vice-Chancellor and President who may either make modifications or accept the endorsement, prior to approval.
- (v) The WAC will normally meet at least three (3) times per year.
- (vi) In general, issues arising from the implementation of the Working Arrangements – Academic Staff clause should be dealt with in a timely manner.

## **5.2.7 Individual Workload Issues / Review**

5.2.7.1 Matters that specifically relate to the operation of the ACU Academic Workload Policy must be discussed directly between the academic staff member and their National Head of School. These matters cannot be subject to review under these provisions, including but not limited to review by any constituted Peer Review Panel or WAC convened to review an individual matter.

5.2.7.2 The following are matters that are subject to review under this clause:

5.2.7.3 Matters arising from the implementation of this Working Arrangements – Academic Staff clause; and

5.2.7.4 Matters pertaining to a dispute around reasonable hours of work. In determining what are reasonable hours of work, the University will have regard to the following factors:

- a) The total number of teaching hours;
  - b) The total number of teaching and/or required hours worked during a particular day or week;
  - c) The number of teaching and/or required hours worked without a break;
  - d) The length of a break between required hours of work;
  - e) Any requirement to undertake teaching before 8.00 am or after 9.00 pm or on University holidays;
  - f) Requirements to travel between campuses to undertake teaching;
  - g) The time-off between finishing and starting times of teaching sessions;
  - h) The number of days of the week during which teaching and/or required duties are scheduled;
  - i) Health and wellbeing issues;
  - j) The incidence of night work;
  - k) The academic staff member's general workload; and
  - l) The academic staff member's family needs and responsibilities.
- 5.2.7.5 An academic staff member should normally raise an issue arising from the implementation of the Working Arrangements – Academic Staff clause with their National Head of School in the first instance.
- 5.2.7.6 Where the issue is not resolved or it is not possible to reach agreement by this means, the academic staff member may make a written application to the Executive Dean for a peer review.
- 5.2.7.7 Prior to any referral to the Peer Review, the Executive Dean must be satisfied that the staff member has provided the following evidence in writing of the issues being raised and how they have been addressed and/or not resolved as to justify a Peer Review. The Staff member's application to the Executive Dean must be comprehensive and indicate:
- (i) What discussions have taken place prior to the application for peer review;
  - (ii) What evidence has been provided;
  - (iii) Whether there has been any attempt to resolve these issues and what the various solutions / proposals have been; and
  - (iv) Particularised application addressing why the staff member remains dissatisfied and what outcome they are seeking from the review.
- 5.2.7.8 The Executive Dean will assemble a panel of three (3) academic peers, at least one of whom will be familiar with the staff member's academic discipline or specific work area, and, if requested by the staff member, one of whom may be an academic staff member within that Faculty nominated by the academic union. The peer review panel will provide a recommendation to the Executive Dean regarding the issue and the Executive Dean may take action as they consider appropriate in the circumstances.
- 5.2.7.9 Where an academic staff member is dissatisfied with the resolution by the Executive Dean, the staff member may make a written application to the WAC for review and consideration.
- 5.2.7.10 Prior to any referral to the WAC, the Chair of the WAC must be satisfied that the staff member has provided adequate evidence of the issues being raised and how they have been addressed and/or not satisfied as to justify a WAC review. The staff member's application to the Chair of the WAC must be comprehensive and fully consistent with the issues submitted and addressed at 5.2.7.5 and 5.2.7.7.

5.2.7.11 The consideration of the WAC is forwarded to the Provost for decision. The staff member will be advised of the decision and normally the reasons for the decision will be provided. The decision of the Provost is final and is not open to challenge via the Disputes Settling Procedure of this Agreement.

## **5.2.8 Implementation and transitional arrangements of the Working Arrangements – Academic Staff clause**

5.2.8.1 The Academic Workload Policy referred to in this clause will remain in place until the expiry date of the ACU Staff Enterprise Agreement 2017 – 2021. The Academic Workload Policy can only be altered in circumstances where:

- a) A new academic activity is determined by the University as necessary for inclusion into the Academic Workload Policy; and
- b) Amendment is required and mutually agreed by the University and the NTEU.

## **5.3 WORKING ARRANGEMENTS – PROFESSIONAL STAFF**

### **5.3.1 Principles**

5.3.1.1 A fundamental principle underpinning these arrangements is that they must provide for enhanced and flexible operations of the University. These arrangements may accommodate staff members' needs, for example but not limited to, family matters, medical appointments, and transport disruptions.

5.3.1.2 The nature of particular working arrangements for working flexibly will be subject to the operational convenience of the work unit and must be approved by the relevant nominated supervisor of the work unit.

5.3.1.3 To support the operations of the University a supervisor will determine the actual hours to be worked by a professional staff member within the University arrangements for working flexibly as applicable as outlined in clause 5.3.2.

5.3.1.4 A staff member may not be unreasonably required to work a pattern of working hours or to change an established pattern of working hours if there are good and sufficient reasons why they may not be able to accommodate such a requirement. These good and sufficient reasons may include (but are not limited to) elder, child or dependent care arrangements.

### **5.3.2 Arrangements for Working Flexibly – Professional Staff**

5.3.2.1 A professional staff member, including a shift worker and the nominated supervisor may develop equitable working arrangements within the following parameters:

- (i) the normal weekly ordinary hours of work shall be thirty-five (35) hours, however, the maximum number of ordinary hours a staff member may be permitted to work in any week is forty-five (45) hours;
- (ii) the maximum number of ordinary hours a staff member may be permitted to work on any one day is nine (9) hours;
- (iii) the normal daily span of ordinary hours to be worked under these arrangements will be 8:00 am to 6:00 pm, Monday to Friday; but this may be extended to 7:30 am to 7:00 pm where it is essential to maintain a University service or activity;
- (iv) except in an emergency situation, a professional staff member will normally be given forty-eight (48) hours' notice if they are required to work during the period 7.30 am to 8:00 am or 6:00 pm to 7.00pm;
- (v) overtime and shift penalties are not applicable between 7:30 am and 7:00 pm;
- (vi) with the approval of the Member of the Executive, a professional staff member may work ordinary hours outside the normal span of ordinary hours provided that they are



not required to do so under this provision, subject to a written request and written approval;

- (vii) a professional staff member will normally work an average of one hundred and forty (140) hours over a four (4) week cycle;
- (viii) part-time professional staff will work the hours specified in their contract of employment over a four (4) week cycle (or the contracted period in the case of casual staff); and,
- (ix) the ordinary hours of work for caretaking/cleaning/gardening/security staff shall be worked between 6:00 am to 10:00 pm, Monday to Friday.

5.3.2.2 The nature of particular working arrangements will be subject to the operational convenience of the work unit and must be approved by the relevant Member of the Executive on the recommendation from the National Head of School/Manager of the work unit.

5.3.2.3 A professional staff member may, by mutual agreement with their supervisor, work more or less than the weekly hours allowed for by this Agreement provided that, at the end of the four (4) week cycle, the total hours worked equates to the appropriate fraction of employment.

5.3.2.4 To accommodate peak workload demands at specified times in the year, a staff member may work more than the normal weekly hours allowed for by this Agreement, up to a maximum of forty (40) hours per week, and less at other times in the year so that across the year the average normal weekly hours are worked. These arrangements will be documented and agreed at the beginning of each year.

### 5.3.3 Meal Breaks and Rest Pauses – Professional Staff

5.3.3.1 A professional staff member will not be required to work for more than five (5) consecutive hours, without taking an unpaid meal break of at least thirty (30) minutes and up to a total of twenty (20) minutes in aggregate a day may be taken for morning and afternoon tea breaks. Such breaks are to be taken at a time that does not interfere with the effective functioning of the work unit.

### 5.3.4 Shiftwork – Professional Staff

5.3.4.1 The provisions of this clause shall not apply to a casual staff member nor to any professional staff member in receipt of a salary in excess of that for Level 7, as set out in Part B of Schedule 1. The payment of a shift penalty will be subject to the time of commencement of the particular shift as defined in the University policy on shiftwork payments.

5.3.4.2 All authorised work on shiftwork shall be paid at the percentage of the ordinary rate per hour in accordance with the following table:

<b>Shift</b>	<b>Hourly Penalty Rate</b>
Afternoon, night or broken shift – Monday to Friday	115%
Non-rotating night shift	130%
Rostered or required	
(i) Saturday	150%
(ii) Sunday	200%
(iii) Public Holiday	250%
Double shift	
(i) Initial Shift	
- Monday to Friday	115%
- Saturday	150%
- Sunday	200%
- Public Holiday	250%
(ii) Second Shift	

	Appropriate overtime rates and meal allowance (if an unpaid meal break is taken in accordance with the conditions set out in Sub-clause 5.3.3)
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5.3.4.3 Where a staff member is employed with stated terms to work on a rostered basis outside of the normal span of hours as defined in 5.3.2.1 they are entitled to an additional one week of recreational leave in accordance with clause 3.11.

5.3.4.4 The management of shiftwork will be in accordance with the University policy and procedures for shiftwork.

### 5.3.5 Overtime – Professional Staff

5.3.5.1 The University may direct a staff member to work a reasonable amount of overtime, unless the staff member has reasonable grounds for not working the overtime. In determining whether additional hours are reasonable or unreasonable, the following must be considered:

- (i) Any risk to employee health and safety from working the additional hours;
- (ii) The staff member's personal circumstances, including family responsibilities;
- (iii) The needs of the work unit in which the staff member works;
- (iv) Whether the staff member is entitled to receive overtime payments, penalty rates or other compensation for, or they receive a level of remuneration that reflects an expectation of, working additional hours;
- (v) The notice (if any) given by the University of any request or requirement to work the additional hours;
- (vi) The notice (if any) given by the staff member of their intention to refuse to work the additional hours;
- (vii) The usual patterns of work in the work unit;
- (viii) The nature of the staff member's role, and the staff member's level of responsibility;
- (ix) Whether the additional hours are in accordance with the averaging provisions included in this Agreement;
- (x) Any other relevant matter.

5.3.5.2 All authorised time worked shall be treated as overtime and shall be paid at the percentage of the ordinary rate per hour in accordance with the following Table.

Overtime Type	Hourly Rate
In excess of any of the limits in sub -clause 5.3.2 for first three (3) hours <ul style="list-style-type: none"> <li>– Monday to Saturday</li> <li>– Thereafter or Sunday</li> <li>– Public Holiday (Saturday, Sunday or outside the span of hours)</li> </ul>	150% 200% 250%
In excess of thirty-five (35) hours for part-time, fractional or casual staff	Or equivalent time in lieu at the request of the staff member
University Concessional Holidays	Normal Salary plus 50% for the first three (3) hours followed by normal salary plus 100% Normal Salary plus 150%
Public Holiday on a day which would otherwise be a working day (within normal span of hours)	
For staff members recalled to duty <ul style="list-style-type: none"> <li>– Monday to Saturday</li> <li>– Sunday</li> <li>– Public Holiday</li> </ul>	Minimum three (3) hour payment of 150% 200% 250%

Where there is not a minimum of ten (10) hours rest relief off duty prior to returning to duty until released from duty	200%
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5.3.5.3 The management of overtime will be in accordance with the University policy and procedures for overtime. Staff members who are directed to work overtime are required to record their starting and finishing times and the timing of any breaks taken during the period of overtime.

**5.3.6 On-Call Arrangements – Professional Staff**

5.3.6.1 The following arrangements will apply to the rostering of professional staff who are required by the University to be placed on-call to attend to a critical problem which might occur out of the span of hours provided for under sub-clause 5.3.2.1. A staff member who is “on-call” will not be required to remain at their home, but will be readily contactable.

5.3.6.2 On-call work shall be paid at the percentage of the ordinary rate per hour in accordance with the following table.

<b>On Call Arrangement</b>	<b>Hourly Rate</b>
For a twenty-four (24) hour rostered period	115% of ordinary daily hours
Return to the workplace outside the span of hours	Minimum three (3) hour payment at appropriate overtime rates

5.3.6.3 The management of On-Call arrangements will be in accordance with the University policy and procedures for On-Call arrangements.

**5.4 PRINCIPLES OF JOB REDESIGN, FLEXIBILITY AND SKILLS ENHANCEMENT FOR PROFESSIONAL STAFF**

To support continuous performance improvement, all professional staff will actively engage in any process of job redesign and accept role flexibility accompanied by the skills enhancement needed to support their career development and necessary to accommodate the University's changing needs.

## **SECTION 6 EMPLOYMENT MATTERS**

### **6.1 GENERAL PRINCIPLES**

- 6.1.1 Nothing in this Agreement prevents the University from requiring a person to provide to it documents or information which it requires to ensure that its employment of that person would accord with or accords with the requirements of any federal or state legislation, including legislation enacted for the protection of children. The University may also require, as a condition of employment, that a staff member provide to it evidence of qualifications and/or of residency status.
- 6.1.2 The University will employ a person as a staff member on terms that correspond with one or other of the employment types prescribed in this section.
- 6.1.3 To avoid doubt, nothing in this Agreement prevents a staff member from engaging in additional work as a casual in work unrelated to, or identifiably separate from, the staff member's normal duties.
- 6.1.4 Other than the provision of sub-clause 6.1.5, nothing in this Agreement limits the number or proportion of staff that the University may employ in a particular type of employment.
- 6.1.5 The University will take reasonable action/s to reduce the proportion of casual sessional academic staff to regular academic staff over the life of this Agreement, benchmarked from trend data using 2009 data as a baseline. Such actions will include offering conversion from sessional to regular employment in accordance with this Agreement.

### **6.2 ABORIGINAL AND TORRES STRAIT ISLANDER (ATSI) EMPLOYMENT**

- 6.2.1 Australian Catholic University has a long-standing commitment to full participation of Indigenous Australians in higher education. The University will implement the Aboriginal and Torres Strait Islander Employment Strategy (ATSIES) to increase the number of ATSI Australians employed by the University from thirty-eight (38) to sixty-four (64) by 2021. This increase is benchmarked from the thirty-eight (38) ATSI Australians employed by the University in 2017.

### **6.3 WORKPLACE BULLYING**

- 6.3.1 Workplace Bullying is defined as repeated and unreasonable behaviour directed towards a person, or a group of people, that creates a risk to health, safety and well-being.
- 6.3.2 The University is committed to providing a healthy and safe environment for work and study that is free from bullying and violence.
- 6.3.3 The University will apply the Workplace Bullying Policy and Procedure for dealing with complaints of workplace bullying. Any disputes in relation to such procedures are to be managed in accordance with the relevant Workplace Health and Safety Legislation of that State, and are not subject to the dispute resolution provisions of this Agreement.
- 6.3.4 The University will not change the Workplace Bullying Policy and Procedure for the life of this Agreement other than to update the Policy and Procedure to ensure regulatory compliance. Any change to the Workplace Bullying Policy and Procedure will occur by mutual agreement of the University, CPSU NSW and the NTEU.

### **6.4 CLASSIFICATIONS**

#### **6.4.1 Minimum Standards for Academic Levels (MSALs)**

- 6.4.1.1 The minimum standards for levels of academic staff, (other than casual staff) utilised by the University are specified in Schedule 3, Part A of this Agreement.
- 6.4.1.2 The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.
- 6.4.1.3 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.
- 6.4.1.4 The MSALs will not be used as a basis for claims for reclassification.

#### **6.4.2 Professional Staff Position Classifications**

- 6.4.2.1 The DWM descriptors, as specified in Schedule 3, Part B of this Agreement, shall be the primary determinant of the classification of professional staff positions.
- 6.4.2.2 Position descriptions should be reviewed on a regular basis and updated where necessary.
- 6.4.2.3 Position descriptions should undergo a classification review as a result of:
  - (i) a review of an existing position (where significant change to description occurs);
  - (ii) the development of a new position;
  - (iii) the review of an existing position as a result of a restructure of a functional or organisational area.
- 6.4.2.4 A staff member may submit an application for a review of their position classification. Position descriptions submitted for a classification review should normally be updated as appropriate, following consultation between the supervisor and the staff member/s.
- 6.4.2.5 Professional Staff position classification is supported by Human Resources and the Classification Review Panel and Committee.
- 6.4.2.6 The Professional Staff Classification Review Panel comprises of members of Human Resources and/or professional staff members nominated by the Director, Human Resources and ten (10) members nominated by the Unions.
- 6.4.2.7 All members of the Classification Review Panel Staff undertaking classification reviews will be trained in the classification methodologies, DWM (primary) and Hay (secondary).

#### **6.4.3 Professional Staff Classification Review Panel and the Classification Review Committee**

- 6.4.3.1 All classification reviews will be undertaken by a member of Human Resources in the first instance.
- 6.4.3.2 A staff member, Union, or supervisor can request a review of the classification outcome at 6.4.3.1. A review of the classification outcome will be undertaken by a sub-group of two (2) members of the Classification Review Panel, one (1) professional staff member nominated by the Union and one (1) professional staff member nominated by the Director, Human Resources who will meet on an as needs basis.
- 6.4.3.3 Decisions of the classification review sub-group are regarded as decisions of the Classification Review Committee.

- 6.4.3.4 In the event that a consensus outcome cannot be reached by the classification review sub-group using the primary and secondary descriptors, the classification review will be referred to the Classification Review Committee which meets up to four (4) times per year.
- 6.4.3.5 The Classification Review Committee shall comprise:
- (i) A senior officer nominated by the Chair of the ACU Staff Consultative Committee to act as Chair;
  - (ii) Two (2) professional staff members from the Classification Review Panel nominated by the Director, Human Resources (or delegate); and
  - (iii) Two (2) professional staff members from the Classification Review Panel nominated by the Unions.
- 6.4.3.6 The database of all position classifications will be updated on a regular basis and will normally be provided to all members of the Classification Review Committee up to four (4) times per year. The Classification Review Panel and the Classification Review Committee will undertake appropriate relativity checking in considering classification outcomes.
- 6.4.3.7 The salary of a professional staff member on appointment shall be within the salary range determined by the University for the Level at which position is classified, according to the qualifications, skills and experience necessary for the performance of the duties of the position.

## 6.5 EMPLOYMENT TYPES

- 6.5.1 **Full-time employment** means employment other than part-time or casual and may be on a fixed-term or continuing basis.
- 6.5.2 **Part-time employment** means employment for less than the normal weekly hours specified for a full-time staff member, for which all Agreement entitlements are paid on a pro rata basis calculated by reference to the time worked. Part-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- 6.5.2.1 Payment of overtime to a part-time professional staff member shall be in accordance with sub-clause 5.3.5 (Overtime) of this Agreement.
- 6.5.3 **Fractional employment** means employment for a fixed number of weeks in the year which is less than fifty-two (52) weeks of the year, for which all entitlements are paid on a pro rata basis calculated by reference to the time worked. Fractional employment may be on a continuing or fixed-term basis, may be full-time or part-time weekly hours, and, may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. Payment for Fractional employment will be in accordance with the rates set out in Schedule 1 Part A or Schedule 1 Part B.
- 6.5.3.1 Payment of overtime to a fractional professional staff member shall be in accordance with sub-clause 5.3.5 (Overtime) of this Agreement.
- 6.5.3.2 A continuing fractional staff member or fixed term fractional staff member greater than twenty-four (24) months may apply to the University to receive an annualised salary payment over a twelve (12) month period based on the staff member's fraction of employment.
- 6.5.4 **Casual employment** is employment by the hour and is paid a rate on an hourly basis that includes a loading related to benefits for which a casual is not eligible. A casual employee will be paid a rate calculated in accordance with the weekly base rate derived from the relevant classification plus a casual loading.
- 6.5.5 **Sessional employment** means Academic employment on a non-continuing basis for a number of programmed engagements over a specified period during the year, and for which

payment is made at an hourly rate. In the case of an academic sessional staff member, such engagements will normally be related to a teaching session as set out in the University calendar. Payment for each programmed engagement of sessional employment will be in accordance with the rates set out in Schedule 2 of this Agreement.

## **6.6 REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

6.6.1 Upon engagement, the University will provide to the staff member an instrument of appointment which stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:

- (i) for staff other than casuals, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- (ii) for a fixed-term staff member, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;
- (iii) for casuals including sessionals, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for; and
- (iv) for any staff member subject to probationary employment, the length and terms of the probation.

6.6.2 The instrument of appointment will also specify the other main conditions of employment including the identity of the University, and the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment.

## **6.7 EMPLOYMENT CATEGORIES**

6.7.1 **Continuing employment** means employment with no specified end date and is employment other than fixed-term, casual or sessional. Continuing employment may be on a full-time, fractional or part-time basis.

6.7.1.1 Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

6.7.1.2 Continuing employment is terminable by the resignation or retirement of the staff member, by the abandonment of employment by the staff member, by the position being declared redundant where the staff member is not redeployed, by the staff member's employment being otherwise terminated by the University in accordance with the relevant provisions of this Agreement, or by the death of a staff member.

6.7.2 **Fixed-term employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project), upon the occurrence of which the term of the employment will expire. Fixed-term employment may be on a full-time, fractional or part-time basis.

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

- 6.7.2.2 Fixed-term employment is terminable by the resignation or retirement of the staff member, during a probationary period, by the abandonment of employment by the staff member or by the staff member's death; or the staff member's employment being terminated by the University in accordance with the relevant provisions of this Agreement for unsatisfactory performance, medical separation, serious or willful misconduct, or where the position is declared redundant. In any of these circumstances the staff member is entitled to the same payments or notice period as a continuing staff member except in the case of redundancy where the employee will be paid out the balance of the contract or receive six (6) months' salary whichever is the greater.
- 6.7.2.3 The use of fixed-term employment is limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:
- (i) **Specific task or project** means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. 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 payments of fees made by or on behalf of students.
  - (ii) **Research** means work activity by a person engaged on research only functions for a contract period not exceeding five (5) years. Such a contract may be on a continuing contingent basis which is contingent upon the provision of funding.
  - (iii) **Replacement staff member** means a staff member who is:
    - (a) undertaking work activity by replacing a staff member for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
    - (b) performing the duties of:
      - (i) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
      - (ii) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position;until a staff member is engaged for the vacant position or vacant higher duties position as applicable.
  - (iv) **Recent professional practice required**  
Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years.
  - (v) **Pre-retirement contract**  
Where a staff member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate employment type for a period of up to (5) five years.
  - (vi) **Fixed-term contract employment subsidiary to studentship**  
Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:



- (a) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (b) an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

**(vii) New Organisational Unit**

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is uncertainty as to whether it will continue or to perform specific commencement activities, for up to two (2) years from the establishment of any such area. Where there continues to be an uncertainty as to whether the organisational area will continue, a further fixed-term contract of a maximum of twelve (12) months may be offered to the incumbent subsequent to the initial contract.

**(viii) Disbanded Organisational Unit**

Where an organisational work unit has been the subject of a decision by the University to discontinue that work within three (3) years, fixed-term contract employment may be offered to work in that work unit.

**(ix) Post-retirement contract.**

A staff member who has retired from the University or another organisation and who is eligible to access their retirement benefit from their relevant superannuation fund may be engaged for a limited period of time. Such employment contracts will be used primarily for the purpose of teaching and research degree supervision.

**(x) Other Category of Fixed-Term Employment**

Where the University considers that additional non-continuing staffing resources are required to meet changing operational needs in circumstances where the provisions of sub-clause 6.7.2.3 do not meet or comply with the University's requirements; the University will consult with the Union/s and only by mutual agreement by the parties, the University can offer additional fixed-term employment rather than casual and/or sessional engagements.

**6.7.2.4 Incidences of fixed-term contract of employment**

Without derogating from any entitlement under the staff member's contract or under a provision of this Agreement applicable to the staff member on account of the staff member's continuous service, a fixed-term contract staff member is entitled to:

**(a) Incremental advancement**

A fixed-term staff member who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an staff member engaged as a continuing staff member (who may be full-time or part-time) in the same or similar classification.

**(b) Further employment**

If the University decides to retain the same position or a substantially similar position for a further term, employment in the position will be offered to the incumbent provided that the incumbent:

- (i) Has at least twelve (12) months continuous service in the same or substantially similar position at the contract end date; and
- (ii) Was appointed to the position by the University following a merit based selection process; and
- (iii) Has performed satisfactorily in the role.

**(c) Notice of cessation or revocation of employment upon expiry of the contract**

The University will provide to a fixed-term staff member written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice will be:

<b>Period of Continuous Service at the end of the day notice is given</b>	<b>Period of Notice</b>
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years and greater than 2 years continuous service	Plus one additional week to the above
In circumstances where it is not possible to give the preceding notice due to external funding arrangement and this is advised in writing to the staff member	Earliest practicable date

- (i) Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able to give the notice required by this sub-clause, it will be sufficient compliance with this clause if the University:
  - (a) advises those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given; and
  - (b) gives notice to the staff member at the earliest practicable date thereafter.
- (ii) In circumstances where a staff member who is employed on a fixed-term contract of employment is absent on maternity, parental or child rearing leave at the time when notice of intention to renew or not renew employment with the University is due to be given before the expiry of the contract; the staff member will be offered further employment if the work activity is to continue, except where there could not have been a reasonable expectation of further work (e.g. if the staff member was employed for a specific project or as a replacement staff member).

#### **6.7.2.5 Severance pay**

A fixed-term staff member whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the following in the following circumstances:

- (i) the staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in sub clause 6.7.2.3 (i) (Specific Task) or 6.7.2.3 (ii) (Research) and the same or substantially similar duties are no longer required by the University; or
- (ii) the staff member is employed on a fixed-term contract to do work required for the circumstances described in clause 6.7.2.3 (i) or 6.7.2.3 (ii) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

#### **Severance Payments for eligible fixed-term staff**

<b>Period of continuous paid service on termination</b>	<b>Severance payments</b>
At least 1 year but less than 2 years	4 weeks' salary
At least 2 years but less than 3 years	6 weeks' salary
At least 3 years but less than 4 years	7 weeks' salary
At least 4 years but less than 5 years	8 weeks' salary
At least 5 years but less than 6 years	10 weeks' salary
At least 6 years but less than 7 years	11 weeks' salary

At least 7 years but less than 8 years	13 weeks' salary
At least 8 years but less than 9 years	14 weeks' salary
At least 9 years but less than 10 years	16 weeks' salary
At least 10 years and over	12 weeks' salary

6.7.2.6 Where the University advises a staff member in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

6.7.2.7 If the University offers acceptable alternative employment for a staff member who is otherwise entitled to severance payment, then that staff member is not entitled to severance payment.

**6.7.2.8 Entitlements and calculation of continuous service**

A fixed-term staff member will be entitled to the same terms and conditions in respect to the same matters as would apply to a continuing staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

6.7.2.9 For the purpose of this agreement, breaks between fixed-term appointments of up to two (2) times per year and of up to six weeks in total will not constitute breaks in continuous service.

6.7.2.10 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

**6.7.2.11 Right of application**

No staff member employed on a fixed-term contract (other than a staff member employed on a pre-retirement contract within the meaning of 6.7.2.3 (v)) will be prevented from making application to the University, nor having their application for employment within the terms of this Agreement considered, solely because the staff member has previously been employed on a fixed-term contract by the University.

**6.7.2.12 Conversion from Fixed-term to Continuing Employment**

The provisions of this clause shall only apply to fixed-term staff appointed at Academic Levels A to C (inclusive) and to professional staff appointed up to HEW Level 9.

6.7.2.13 If the University decides that a fixed-term position is to be made continuing and a staff member has satisfactorily completed at least three (3) years of continuous service in that position on two or more fixed-term appointments, the staff member will be considered for appointment to the continuing position subject to the staff member:

- (i) having been originally appointed following open competitive selection; and
- (ii) meeting the criteria for appointment to the University for the level of the position; and
- (iii) being assessed as performing the duties of the position to a satisfactory standard following performance reviews under the appropriate process provided for in this Agreement.

6.7.2.14 If the University determines that a position is to be made a continuing one and the incumbent has served five (5) or more years on a series of contiguous fixed-term contract(s), the University will offer the staff member a continuing appointment without the requirement for an advertisement of the position.

6.7.2.15 Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.

## **6.8 CONVERSION OF CASUAL/SESSIONAL EMPLOYMENT**

### **6.8.1 Conversion from Casual to Continuing or Fixed-term Employment – Professional Staff**

Eligible casual professional staff members may have a right to apply for conversion to continuing or fixed-term employment and this will be managed in accordance with the University Policy on the Employment of Casual Professional Staff.

### **6.8.2 Eligibility for Conversion**

**6.8.2.1** To be eligible to apply for conversion, a casual professional staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department/school (or equivalent work unit), either:

- (i) over the immediately preceding period of twelve (12) months and in those immediately preceding twelve (12) months the average weekly hours worked equalled at least 50 per cent of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or,
- (ii) over the immediately preceding period of at least twenty-four (24) months.

**6.8.2.2** The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. A staff member whose application for conversion is rejected will be provided with written reasons for the refusal. Reasonable grounds include, but are not limited to, the following:

- (i) the staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- (ii) the staff member is a genuine retiree;
- (iii) the staff member is performing work which will either cease to be required or will be performed by a non-casual [regular] staff member, within twenty-six (26) weeks (from the date of application);
- (iv) the staff member has a primary occupation with the University or elsewhere, either as a staff member, a professional or as a self-employed person;
- (v) the staff member does not meet the essential requirements of the position; or,
- (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

**6.8.2.3** A staff member whose application for conversion is rejected shall not be entitled to apply again within twelve (12) months except where:

- (i) that rejection is solely based upon the ground set out in sub clause 6.8.2.2 (i); and,
- (ii) that ground ceased to apply.

### **6.8.3 Conversion from Sessional to Non-Sessional Academic Employment in a Teaching-focussed position**

The purpose of this clause is to reduce the amount of sessional (casual) teaching work undertaken within Faculties. The effect of this clause is not to replace continuing full time positions with this type of employment.

During the life of the Agreement, the University will convert the equivalent of a minimum of twelve (12) EFT Teaching-focussed roles at Academic Level A or B.

Eligible sessional academic staff members have a right to apply for conversion to non-sessional employment in a Teaching-focussed position which may be available on a fractional, and/or part-time basis. The University may offer either conversion to a continuing appointment or to a fixed-term appointment which is consistent with this clause.

To be eligible to apply for conversion a sessional academic staff member over the immediately preceding period of at least twenty-four (24) months must have:

- (i) Qualifications outlined for a Teaching-focussed Academic Career Pathway in the Academic Performance Matrix; and
- (ii) Been employed and performing academic duties on a regular and systematic basis in the same or similar role in the same school or equivalent; and
- (iii) Performed face-to-face or equivalent contact time teaching hours equivalent to a 0.4 fraction or greater of a full-time staff member in a Teaching-focussed Academic Career Pathway; and
- (iv) Evidenced their capacity to perform the inherent and essential requirements of a Teaching-focussed role.

6.8.3.1 The University will call for Expressions of Interest for conversion to a Teaching-focussed position in one or more specified Faculties once per annum, and will take reasonable steps from time to time to inform Sessional academic staff of the conversion provisions of this Agreement.

6.8.3.2 Expressions of Interest will be in writing.

The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. A staff member whose application for conversion is rejected will be provided with written reasons for the refusal. Reasonable grounds include, but are not limited to, the following:

- (i) the staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- (ii) the staff member is a genuine retiree;
- (iii) the staff member is performing work which will either cease to be required or will be performed by a non-casual [regular] staff member, within fifty-two (52) weeks (from the date of application);
- (iv) the staff member has a primary occupation with the University or elsewhere, either as a staff member, a professional or as a self-employed person;
- (v) the staff member does not meet the essential requirements of the position; or,
- (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

For the purposes of this clause occasional and short term work performed by the staff member that is unrelated to, or identifiably separate from, sessional employment, shall not:

- (i) affect the staff member's eligibility for conversion;
- (ii) be included in determining whether the staff member meets or does not meet the eligibility requirements.

6.8.3.3 Conversion of a Sessional academic staff member holding a Doctoral qualification will be converted to no less than Level A Step 6.

6.8.3.4 A staff member will not be employed and re-employed nor have their hours reduced to avoid any obligations under this clause.

6.8.3.5 Expressions of Interest will be considered in the context of operational availability and needs.

6.8.3.6 The Management of Conversion from Sessional Staff to the Teaching-focussed role is covered by the Policy on the Employment of Sessional Staff.

## **6.9 MINIMUM EMPLOYMENT PERIOD**

For the purposes of the Unfair Dismissal Provisions of the Fair Work Act, the Minimum Employment Period that the University may rely upon is six (6) months ending at the earlier of the following times:

- (i) The time when the staff member is given notice of the dismissal;
- (ii) Immediately before the dismissal.

## 6.10 PROBATIONARY EMPLOYMENT

6.10.1 A staff member, other than one who is employed on a sessional or casual basis, may be employed on the requirement that they satisfactorily complete a specified period of probationary employment. The term and conditions which must be met for confirmation of probation shall be advised in writing to the staff member in advance of the commencement of employment. The review and assessment of a staff member on probation will be in accordance with the applicable University policy and procedures for Probation.

Notwithstanding that the relevant Member of the Senior Executive may, however, reduce or dispense with a probationary period in the case of a new staff member where this is warranted.

6.10.2 The maximum term of a probationary period for a professional staff member shall be six (6) months, and for a continuing academic staff member shall be five (5) years (normally with a review at three (3) years) notwithstanding that these periods may be shortened.

6.10.3 In the case of fixed-term academic staff for whom the terms of their probationary appointment did not require the normal range of probation conditions for continuing appointment, a further period of up to twenty-four (24) months' probation may be required. Other than the provisions of this sub-clause, any second or subsequent fixed-term contract, with the University, will not contain a probationary period.

A probationary staff member's performance will be reviewed as follows:

- (i) A professional staff member will normally have their performance reviewed at the midpoint of their probationary period (normally two (2) – three (3) months) and again prior to the anticipated date of confirmation.
- (ii) An academic staff member employed on a probationary basis who is employed on a fixed-term contract of employment will normally have their performance reviewed at the midpoint of their probationary period and again prior to the anticipated date of confirmation.
- (iii) A continuing academic staff member employed on a probationary basis will normally have their performance reviewed on an annual basis with a final review occurring normally no later than six (6) months prior to the anticipated date of confirmation.

6.10.4 If a review of performance finds that the staff member has not met the terms of their probation and/or the staff member's performance is unsatisfactory, the Vice-Chancellor and President may dismiss a probationary staff member on performance grounds with notice, provided that:

- (i) the staff member is serving a reasonable probationary period, having regard to the nature and circumstances of the employment;
- (ii) the dismissal complies with the University's probation policy and procedures; and,
- (iii) notice of dismissal is given in writing.

6.10.5 As a condition incidental to employment on probation, a staff member must be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

6.10.6 If, at the end of the specified review period (or the final review in the case of a continuing academic staff member) the staff member has not met their probationary criteria and/or the staff member's performance has not improved to the required standard, the supervisor will

submit a report to this effect through the Member of the Executive to the relevant Member of the Senior Executive for consideration and, at the same time, provide a copy to the staff member.

6.10.7 Within (10) ten working days of receiving a copy of the report, the staff member must submit to the relevant Member of the Senior Executive a written response to the report. The relevant Member of the Senior Executive will consider the report and the response provided by the staff member and consult with the supervisor and the Director Human Resources (or nominee) as appropriate.

6.10.8 Upon receipt of the report and any written response from the staff member, the relevant Member of the Senior Executive will need to be satisfied that:

- (i) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention, including any specific probationary criteria that have not been met;
- (ii) an adequate opportunity to respond was given;
- (iii) any response was taken into account; and,
- (iv) a reasonable opportunity has been afforded to remedy the performance problem and/or otherwise meet the probationary criteria.

6.10.9 The relevant Member of the Senior Executive may then decide to:

- (i) take no further action;
- (ii) refer the matter back to the Member of the Executive or the supervisor to ensure that appropriate steps are taken (e.g. relevant staff development or training); or,
- (iii) recommend to the Vice-Chancellor and President that disciplinary action be taken.

6.10.10 On receipt of the recommendation from the relevant Member of the Senior Executive and having considered the report of the supervisor related to the probationary staff member, and the response from the staff member, the Vice-Chancellor and President may consider taking disciplinary action, as defined in sub-clause 1.3 of this Agreement.

6.10.11 Before taking any action, the Vice-Chancellor and President will provide the probationary staff member with copies of the reports that have given rise to the recommendation. The Vice-Chancellor and President shall invite the staff member to respond to the matters raised in those reports and to advise, within five (5) working days, in writing, any matters that the staff member may wish the Vice-Chancellor and President to take into account at the time a decision as to disciplinary action is to be considered. The Vice-Chancellor and President will have regard to any such matters brought to her or his attention by the staff member when deciding whether any disciplinary action should be taken.

6.10.12 If the Vice-Chancellor and President dismisses a probationary staff member, the staff member shall be entitled to notice or payment in lieu of notice as follows:

<b>Period of Continuous Service at the end of the day notice is given</b>	<b>Period of Notice</b>
Less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years and greater than 2 years continuous service	Plus one additional week to the above

6.10.13 The University will advise the probationary staff member of the Vice-Chancellor and

President's decision, and of the operative date of any disciplinary action to be taken.

- 6.10.14 If, following receipt of advice from the Vice-Chancellor and President, a probationary staff member believes that fair and proper procedures have not been followed, the staff member may seek to have the process reviewed by a member of the Panel of Independent Chairs.
- 6.10.15 The member of the Panel (Reviewer) will review the steps taken during the process of applying this sub-clause in order to establish whether the staff member was afforded procedural fairness throughout that application. The Reviewer will submit a report on the findings of this review, including recommendations, if appropriate, to the Vice-Chancellor and President.
- 6.10.16 Subject to the outcome of any review by the Reviewer, if formal disciplinary action is to be taken, the Vice-Chancellor and President will advise the staff member in writing of the decision and the date of effect of the decision.
- 6.10.17 All actions of the Vice-Chancellor and President to discipline a probationary staff member shall be final, and not subject to the disputes settling procedures of this Agreement, except that any disputes regarding the process leading to the Vice Chancellor and President's actions and decisions may be dealt with in accordance with the disputes settling procedures of this Agreement.
- 6.10.18 Nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

## **6.11 TRANSFERS**

- 6.11.1 Notwithstanding any other provision of this Agreement, the University may transfer a staff member into another position at their current classification level, fraction and duration. The University will consult with the staff member before deciding whether or not to proceed with a directed transfer.
- 6.11.2 Provided that the staff member will not be required to relocate from one State/Territory to another as a result of the transfer; and,
- 6.11.3 Provided that a staff member in Victoria will not be required to transfer from Melbourne to Ballarat (or vice versa) as a result of the transfer.
- 6.11.4 The University will approve a transfer in circumstances where a staff member requests a transfer in writing to a position or role at the same grade/level and a suitable vacancy (or position) is available.



## **SECTION 7 DISCIPLINE PROVISIONS, MEDICAL ASSESSMENT AND SEPARATION FROM EMPLOYMENT**

### **7.1 SEPARATION AT THE INITIATIVE OF THE STAFF MEMBER**

#### **7.1.1 Separation due to Abandonment of Employment**

If a staff member is absent from work for a period of ten (10) days or more without explanation, and they do not make reasonable efforts to inform their nominated supervisor or the next most senior officer of the reason for such absence, the University may deem the staff member to have abandoned their employment with the University. Abandonment of employment will be managed in accordance with the University policy and procedures relating to the Abandonment of Employment.

#### **7.1.2 Resignation or Retirement from the University**

7.1.2.1 An academic staff member, other than a casual academic or sessional staff member, is normally required to give the University not less than three (3) months' notice of separation from employment with the University.

7.1.2.2 A professional staff member whose position is classified at HEW Level 8 or above, other than a casual professional staff member, is normally required to give the University not less than four (4) weeks' notice of separation from employment with the University.

7.1.2.3 A professional staff member whose position is classified at HEW Level 1 to 7, other than a casual professional staff member, is normally required to give the University not less than two (2) weeks' notice of separation from employment with the University.

7.1.2.4 A casual academic staff member, a casual professional staff member, and/or a sessional staff member is required to give a minimum of one (1) hours' notice of separation from employment with the University.

### **7.2 DISCIPLINE PROVISIONS**

#### **7.2.1 Action to Address Misconduct or Serious Misconduct Principles**

7.2.1.1 The provisions of this clause are a complete code to address possible misconduct or serious misconduct. The provisions do not apply to casual staff or during a staff member's minimum period of employment.

7.2.1.2 The provisions of this clause in no way restrict the University from carrying out investigations relating to the consequences of conduct of a staff member or former staff member when required to do so in the public interest.

7.2.1.3 The University may instigate an investigative process that might give rise to disciplinary action for misconduct or serious misconduct where it appears that a staff member may have committed a breach of the law or a serious breach of a University policy.

7.2.1.4 Nothing in this Agreement prevents a Member of the Executive or Senior Executive, or the Vice-Chancellor and President from referring a question of possible misconduct or serious misconduct to a supervisor for appropriate action or from undertaking an enquiry into a staff member's behaviour.

- 7.2.1.5 Throughout the proceedings associated with misconduct or serious misconduct, a staff member may choose to be assisted by a person of their choice, provided that person is not a practising barrister or solicitor.
- 7.2.1.6 Proceedings associated with misconduct or serious misconduct will be conducted in line with natural justice and procedural fairness.
- 7.2.1.7 The Vice-Chancellor and President may at any time suspend a professional staff member with pay, or an academic staff member with or without pay, if the Vice-Chancellor and President is of the view that the alleged conduct amounts to conduct of a kind envisaged in Regulation 1.07 of the Fair Work Act Regulations 2009, so that it would be unreasonable to continue the staff member's attendance at work pending further investigation.
- 7.2.1.8 The management of misconduct/serious misconduct will be in accordance with the University Misconduct and Serious Misconduct Policy and Procedures.

## **7.2.2 Misconduct and Serious Misconduct**

- 7.2.2.1 If an allegation of misconduct or serious misconduct (as defined in clause 1.3) is made, the staff member will be:
  - a) advised in writing of the alleged misconduct or serious misconduct, including details of the allegations and whether they are considered to be serious misconduct; and
  - b) given a reasonable opportunity to be heard and/or to make written submissions, within 10 working days, in relation to the allegations.
- 7.2.2.2 If the staff member admits to the allegations, and if appropriate in the University's view, the University may give the staff member a reasonable opportunity to improve their conduct, otherwise the matter will be considered by the Vice-Chancellor and President under clause 7.2.4.

## **7.2.3 Suspension and additional allegations**

- 7.2.3.1 Where an allegation of serious misconduct has been made against a staff member, the Vice-Chancellor and President, may, at any stage during the procedures under this clause, suspend a professional staff member with pay, or an academic staff member with or without pay, until the conclusion of the matter provided that:
  - (i) with the approval of the Director, Human Resources, the staff member may draw on any accrued entitlement to recreation leave or long service leave, for the duration of the suspension without pay;
  - (ii) the Director, Human Resources any at any time direct that salary be paid in part or in full, on the grounds of hardship for the period of suspension or a part period;
  - (iii) the Vice-Chancellor and President, may at any time reconsider the issue of the suspension of the staff member.
- 7.2.3.2 While suspended, the staff member will be excluded from the University or any identified parts of the University, but will be permitted reasonable access to the University including electronic records to prepare their case and to collect personal property.
- 7.2.3.3 If at any stage during the procedures under this clause, it is found that the allegation(s) should be amended or new allegations added, or the allegation(s) contain additional elements which amount to serious misconduct, the staff member must be advised of this in writing and be given a further reasonable opportunity to be heard and to make written submissions prior to any further steps being taken by the University.

#### **7.2.4 Decision**

- 7.2.4.1 The Vice-Chancellor and President will consider the allegation(s) and the staff member's response.
- 7.2.4.2 The Vice-Chancellor and President may seek additional information prior to making their decision if it is considered necessary.
- 7.2.4.3 The Vice Chancellor and President may determine that allegation(s) of serious misconduct amount only to misconduct.
- 7.2.4.4 The Vice-Chancellor and President will advise the staff member in writing of their decision as to whether there was misconduct and or/ serious misconduct. If there was misconduct and/or serious misconduct, the Vice-Chancellor and President will notify the staff member of their decision, any disciplinary action and of the operative date of that disciplinary action.
- 7.2.4.5 The staff member's employment may be terminated without notice (or payment in lieu) if they have engaged in serious misconduct. If the Vice-Chancellor's decision is to terminate for serious misconduct without notice, the decision will take effect at the end of ten (10) working days after notification under clause 7.2.4.4, or if the staff member seeks a review in accordance with clause 7.2.5 and the original decision is confirmed under clause 7.2.7.1 will take effect at that time.
- 7.2.4.6 If the Vice-Chancellor and President determines that no disciplinary action will be taken and the staff member has been suspended under clause 7.2.3.1, the staff member will be reinstated at no loss of salary of conditions.
- 7.2.4.7 Except where the staff member seeks a review in accordance with clause 7.2.5 of a decision to terminate or demote, the Vice-Chancellor and President's decision under clause 7.2.4.4 is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

#### **7.2.5 Review of Decision – Termination of Employment or Demotion**

- 7.2.5.1 If a decision made under 7.2.4.4 is a decision to terminate the employment of a staff member or to demote, a staff member may seek review of the decision of the Vice-Chancellor and President within ten (10) working days of the staff member receiving notice of the decision.

In order to request a review, a staff member must provide the Director, Human Resources, with the following materials at the time the request is lodged:

- (i) the basis for requesting the review;
- (ii) any written submissions supporting the request for review;
- (iii) any documentary evidence that the staff member relies on in respect of (i) and (ii).

#### **7.2.6 Independent Review**

- 7.2.6.1 If the staff member seeks a review in accordance with clause 7.2.5 the Director, Human Resources will engage an Independent Reviewer within ten (10) working days and provide the reviewer with the request for review and materials. The Independent Reviewer is to be agreed between the University and the NTEU or CPSU NSW as appropriate.
- 7.2.6.2 The University will provide the Independent Reviewer with its submissions and any supporting materials within ten (10) working days of the request for review.
- 7.2.6.3 The Independent Reviewer will report their findings and recommendations to the staff member and the Vice-Chancellor and President or Director, Human Resources, outlining:

- a) whether there is, overall, sufficient evidence to support a finding of misconduct/serious misconduct (in the case of review of decisions under clause 7.2.5);
- b) whether there has been a substantial flaw in following the procedures of this clause; and
- c) make a recommendation(s) (if any) about disciplinary action in light of the matters outlined in (a) and (b).

7.2.6.4 The Independent Reviewer will consider material provided in accordance with clause 7.2.6.2. The Independent Reviewer may seek additional information if the Independent Reviewer considers that this is necessary.

7.2.6.5 The Independent Reviewer will provide their report within ten (10) working days of receiving the University's submissions to the Vice-Chancellor and President or Director of Human Resources of the matters in the clause.

7.2.6.6 The Director, Human Resources, will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to ten (10) working days.

**7.2.7 Further consideration of termination or demotion decision**

7.2.7.1 The Vice-Chancellor and President having considered the Independent Reviewer's report, may confirm the original decision or may reconsider the preliminary decision and determine what, if any, disciplinary action should be taken. The Vice-Chancellor and President may seek additional information if the Vice-Chancellor and President considers that this is necessary.

7.2.7.2 The Vice-Chancellor and President will then advise the staff member's supervisor or relevant member of the Executive and the staff member in writing of the decision.

7.2.7.3 Where the original decision was to terminate the staff member's employment and this is confirmed, the notice period (if any) (or payment in lieu) will then apply from the written notification in clause 7.2.7.2.

7.2.7.4 The decision of the Vice-Chancellor and President will be final, subject to the jurisdiction of any court of tribunal which, but for this clause, would have jurisdiction to deal with the matter.

**7.2.8 Notice Periods in Relation to Serious Misconduct**

7.2.8.1 Where, in accordance with provisions of this clause, the Vice-Chancellor and President has confirmed a decision to terminate the employment of a staff member, notice or payment in lieu will be as provided in accordance with this clause. The staff member will receive the minimum period of notice, or payment in lieu of notice, of their last day of employment as outlined below:

<b>Period of Continuous Service at the end of the day notice is given</b>	<b>Period of Notice</b>
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years and greater than 2 years continuous service	Plus one additional week to the above

7.2.8.2 Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the staff member is only required to work part of the notice period, the University will pay out the remainder of the notice period.

7.2.8.3 Any payments in lieu of notice will be based on the staff member's substantive salary at the date of cessation of employment.

### **7.3 MEDICAL ASSESSMENT**

#### **7.3.1 General Principles**

7.3.1.1 The provisions in this clause do not apply to casual or sessional staff members or to continuing or fixed-term staff contract members during their minimum period of employment.

7.3.1.2 In accordance with the University's general duty of care to provide a safe working environment, where the University may have a doubt about a staff member's wellbeing, it is appropriate for the University to seek information about a staff member's health.

7.3.1.3 Separation from employment for medical reasons will be managed in accordance with the University policy and procedures relating to Separation from Employment for Medical Reasons.

7.3.1.4 A staff member may initiate their separation from employment on medical grounds by providing notice of their resignation in accordance with the requirements of this clause.

7.3.1.5 A staff member may apply to their superannuation fund for ill-health retirement benefits or for temporary disability benefits, however described by the particular fund.

#### **7.3.2 Assessment May Be Required**

7.3.2.1 Where the University believes there is reasonable concern regarding a staff member's capacity to perform the inherent requirements of their position, the staff member may be required to undergo a medical and/or psychological assessment, the outcome of which may lead to medical separation due to medical reasons. The University will choose a registered medical practitioner or specialist to conduct the assessment at the expense of the University. The University will normally provide the staff member with written notice of not less than four (4) weeks, except in exceptional circumstances, that the assessment is required.

7.3.2.2 If, within this notice period the staff member elects to apply to their superannuation fund for ill-health retirement (or equivalent) or temporary disability benefit and, they provide the University with evidence of the application and of their cooperation with the superannuation fund in the processing of the application, the requirement for a medical examination will be deferred. In this case, subject to the provisions of this clause, the University will take no further action until such time as the superannuation fund has reached a decision on the application.

7.3.2.3 In the event the superannuation fund determines that the staff member does have the capacity to perform the inherent requirements and duties of their position, in line with the University's duty of care obligations, the University will require the staff member to undergo the deferred medical examination as soon as possible, or give the staff member a further notice under sub-clause 7.3.2.1.

7.3.2.4 A staff member who is granted an ill health retirement benefit (or equivalent) by their superannuation fund (e.g. a Permanent Incapacity Benefit from UniSuper) will be deemed to have separated from employment with the University by taking medical retirement at their initiative.

7.3.2.5 The staff member's date of medical retirement will take effect from either:

- (i) the date that the superannuation fund advises the University of its decision to grant ill health benefits to the staff member,  
or,
- (ii) the date of effect advised to the University by the superannuation fund,

whichever advice is received first by the University.

- 7.3.2.6 Where an assessment is conducted in accordance with this clause, the medical practitioner responsible for the assessment will be asked to advise whether the staff member is or will be able to perform the inherent requirements of the position, and whether the staff member will be able to resume work and perform those requirements within a reasonable time, being not less than twelve (12) months. A copy of the report will be made available to the University.
- 7.3.2.7 If the medical practitioner undertaking the assessment requires additional information in order to complete the assessment, including but not limited to:
- (i) consideration of the staff member's medical records,
  - (ii) discussion with the staff member's treating medical practitioner and/or treating specialist, and/or
  - (iii) a separate examination/assessment by a second independent practitioner,
- the staff member is required to cooperate with the request for additional information and the University will meet the costs of any additional appointments.
- 7.3.2.8 The University will supply a copy of the report to the staff member, together with written advice that a staff member may elect to make an application to refer the report to a panel of three (3) medical practitioners for independent medical assessment within fourteen (14) days of the medical report being supplied to the staff member.
- 7.3.2.9 Notwithstanding any other provision of this clause, where a staff member has been continually absent from employment on account of a medical and/or psychological condition, including, but not limited to, one which has been the subject of an assessment under this Agreement; and the absence has been for a period of not less than twelve (12) months, the University may terminate the staff member's employment by providing six (6) months' notice, or notice equal to the period before the staff member's fixed-term contract of employment expires in accordance with its terms, whichever is the lesser amount.
- 7.3.2.10 The University may construe failure by a staff member to undergo a medical/psychological assessment as prima facie evidence that a medical examination would have found the staff member unable to perform the inherent requirements of their position, and unlikely to be able to resume them within twelve (12) months.
- 7.3.2.11 In such a case, the University may provide six (6) months' notice of separation due to medical reasons, or notice equal to the period before the staff member's contract of employment expires in accordance with its terms, whichever is the lesser amount. However, such a failure by a staff member 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.

#### **7.4 SUMMARY DISMISSAL – PROFESSIONAL STAFF**

Nothing in this Agreement shall limit the right of the University to dismiss a professional staff member whose misconduct or behaviour is regarded by the University as so grave as to warrant summary dismissal. In such circumstances, the University shall exercise that right, following any investigation that is reasonable in the circumstances and observing its policy and procedures for Summary Dismissal. For the purposes of this clause, conduct that is so grave as to warrant summary dismissal shall be that specified in Regulation 1.07 of the Act (or its successor).

## **SECTION 8 CONSULTATION AND CHANGE MANAGEMENT AT ACU**

### **8.1 PRINCIPLES**

- 8.1.1 The University and its staff will pursue ongoing improvements in the quality of University programs and support services, and in support of the University's strategic objectives. The University and staff recognise that change will occur as the University evolves over time and as circumstances require. Many changes that take place in the workplace can be relatively minor and, as a consequence, will be addressed at the workplace level through direct local discussion and consultation with individual staff and/or the work group.
- 8.1.2 The University highly values its staff and is committed to providing security of employment and, wherever possible, to retaining the services of, and offering ongoing opportunities to staff members.
- 8.1.3 The University will explore all available options to mitigate the impact of any reduction in the category of employment. Wherever possible, reductions in the size of the University's workforce will occur, in the first instance, through natural attrition and voluntary measures such as, redeployment, relocation, training or retraining. Retrenchment will be used as a last resort in accordance with this Agreement.
- 8.1.4 Staff members may choose to be assisted throughout the discussions in these processes by a Staff Representative.

### **8.2 CHANGES TO ROSTERS OR HOURS OF WORK**

Where the University has made a decision (including a decision in principle) to change the staff members regular roster or ordinary hours of work the University will notify and consult with the staff member/s affected and their representatives (if any) about the change. The University will:

- (i) Provide to the staff member information about the proposed change;
- (ii) Invite the affected staff member/s and their representatives (if any) to provide their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities; and
- (iii) Give consideration to any views about the impact of the proposed change given by the staff member/s (or their representatives if any).

This requirement to consult does not apply where a staff member has irregular, sporadic or unpredictable hours of work.

### **8.3 MAJOR CHANGE**

- 8.3.1 Where the University has made a decision (including a decision in principle) to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects (as defined in sub clause 1.3) on staff, the University will notify and consult with the staff members who may be affected by the proposed changes, their staff representatives and the Unions.

The University will provide relevant information to the affected staff as part of the consultation process. A draft Change Management Plan will be distributed to relevant staff. The draft Plan will include information about:

- (i) The proposed change to occur;
- (ii) The rationale for the change in terms of the expected outcomes;
- (iii) The anticipated effects on staff, including potential benefits or possible adverse effects, if any;
- (iv) A statement about how changed work will be performed in the future including the anticipated effects on staff in other work units;

- (v) Suggestions for avoiding or mitigating any potentially adverse effects on staff;
- (vi) The anticipated timeframe for consultation and implementation;
- (vii) Any other relevant information; and
- (viii) Whether a post implementation review is appropriate.

8.3.2 The University will seek feedback from affected staff and will consider any input from the University workplace community, staff representatives and the Unions when considering change plans; including whether to proceed with the proposed change, (either in its original or a revised form). The University will provide a response as part of the Final Change Plan.

8.3.3 The University will provide a copy of the Final Change Plan to staff, staff representatives and the Unions.

8.3.4 Once the Final Change Plan is approved by the Vice-Chancellor and President, the University may declare a staff member's position to be redundant because the University decides that it no longer wishes the job/duties that the staff member has been doing to be done by anyone at that campus or location, and this is not due to the ordinary and customary turnover of labour.

8.3.5 The University will formally notify (in writing) the staff member who is affected, that their position has been made redundant and the commencement of the Notice period. This formal notice will outline the reason(s) for redundancy.

8.3.6 Retrenchment occurs when a staff member's employment is terminated because of redundancy.

8.3.7 The provisions in this Agreement relating to redundancy and retrenchment do not apply to casual or sessional staff members or to staff members during their minimum period of employment.

**8.4 NOTICE PERIOD**

<b>Completed years of service at the end of the day when notice is given</b>	<b>Period of Notice</b>
Professional Staff less than or equal to 5 years of service	3 weeks per year of service
Professional Staff more than 5 years of service	26 weeks
Academic Staff	26 weeks

**8.5 REDEPLOYMENT**

8.5.1 Wherever possible, as a first step to avoid the need for retrenchment following notification of redundancy, the University reserves the right to redeploy or relocate an affected staff member to a suitable position, subject to the provisions of this Agreement. A staff member shall not unreasonably decline to accept redeployment, relocation, training or retraining.

8.5.2 In redeploying a staff member to a suitable vacancy, the University will consult with the staff member and shall have regard to the needs of the University and any or all of that staff member's:

- i. skills and knowledge;
- ii. substantive classification;
- iii. salary level;
- iv. retraining requirements;
- v. physical and/or health requirements;
- vi. flexible working arrangements;



- vii. present residential location; and
- viii. capacity to move to another campus.

The University will also invite the staff member and their representatives to consult on other measures to mitigate the adverse affects of retrenchment.

- 8.5.3 Consistent with the University's commitment to security of employment. The University will make all reasonable efforts to redeploy, transfer or relocate the staff member to a suitable vacancy during the period of notice where this is less than twelve (12) weeks or not less than twelve (12) weeks from the date of notice of redundancy.
- 8.5.4 When an affected professional staff member whose substantive position is HEW 7 or above is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, the staff member shall continue to be paid the salary they would have received had the position not been made redundant during a period of no more than twelve (12) months from the date of redeployment, after which the staff member will receive the salary applicable to the classification and fraction of the position into which the staff member has been redeployed.
- 8.5.5 When an affected professional staff member whose substantive position is HEW 6 or below is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, the staff member shall continue to be paid the salary they would have received had the position not been made redundant during a period of no more than eighteen (18) months from the date of redeployment, after which the staff member will receive the salary applicable to the classification and fraction of the position into which the staff member has been redeployed.
- 8.5.6 Where the University is unable to redeploy, transfer or relocate the staff member to a suitable position during the redeployment period, the University will confirm in writing that the staff members employment will be terminated due to reasons of redundancy and the date of termination. The University will confirm the balance of the notice period and severance payable.

## 8.6 CALCULATION OF SEVERANCE PAYMENTS

Completed continuous years of service on Termination	No. of weeks' salary	
	Less than 45 years of age	45 years of age or older
Less than 1	4	5
1	4	5
2	7	8.75
3	10	12.5
4	13	16.25
5	15	18.75
6	17	21.25
7	19	23.75
8	21	26.25
9	23	28.75
10	31.25	31.25
11	33.75	33.75
12	36.25	36.25
13	38.75	38.75
14	41.25	41.25
15	43.75	43.75
16	46.25	46.25
17	48.75	48.75

18	51.25	51.25
19 or more	52.18	52.18

- 8.6.1 Severance payments will be calculated on the staff member's substantive salary as at the date of retrenchment.
- 8.6.2 A fixed-term staff member who is retrenched prior to the expiry of their contract of employment in accordance with its terms, is entitled to the same notice period as a continuing staff member and will be paid a sum equal to their salary for the balance of the term of the contract or receive six (6) months' salary, whichever is greater.
- 8.6.3 Staff members who are within two (2) years of their anticipated retirement date for superannuation purposes may apply to take Voluntary Retirement as per clause 8.7.
- 8.6.4 Subject to 8.5.2, if the University offers acceptable alternative employment for a staff member who is otherwise entitled to severance payment, then that staff member is not entitled to severance payment.

**8.6.5 Capping of Notice and Severance Payments**

The maximum amount of monies that a continuing staff member may receive from redundancy severance payments and any payment in lieu of part or full notice as may be determined by the University, is capped at seventy-eight (78) weeks' salary. The maximum amount of monies that a fixed-term staff member may receive from retrenchment is set out at 8.6.2.

**8.7 VOLUNTARY RETIREMENT**

A staff member who is within two (2) years of the eligible retirement date prescribed by their superannuation fund and who is provided with notice of redundancy in accordance with sub-clause 8.3.4 may apply for voluntary early retirement. If the University approves an application from a staff member for voluntary early retirement, the benefit payable to a staff member shall be based on the following:

- (iii) twelve (12) weeks' salary conditional upon cessation of employment no later than the end of the semester in which the notice under sub-clause 8.3.4 has been given to the staff member, or another date mutually agreed with the University; plus
- (iv) two (2) weeks' salary for each completed year of service,
- (iii) capped at seventy-eight (78) weeks' salary.



**AUSTRALIAN CATHOLIC UNIVERSITY**

**STAFF ENTERPRISE AGREEMENT 2017 – 2021**

**SCHEDULES**

## **Australian Catholic University Staff Enterprise Agreement 2017 - 2021**

### **Schedule 1**

Part A - Academic Salary Rates

Part B - Professional Staff Salary Rates

Part C – Cadets, Trainees and Supported Wage Arrangements

### **Schedule 2**

Sessional Academic Staff Salary Rates

### **Schedule 3**

Classifications Used by ACU for Academic and Professional Staff

Part A - The Minimum Standards for Academic Levels (MSALs)

Part B - DWM Descriptors for Professional Staff

**SCHEDULE 1 – PART A - ACADEMIC STAFF SALARY RATES**

<b>Salary Rates</b>	<b>Annual Salary at 1 July 2017</b>	<b>2% Increase 30 June 2018</b>	<b>2% Increase 13 July 2019</b>	<b>2% Increase 11 July 2020</b>	<b>2% Increase 10 July 2021</b>
Academic Level A Increment 1	65,092	66,394	67,722	69,076	70,458
Academic Level A Increment 2	68,810	70,186	71,590	73,022	74,482
Academic Level A Increment 3	72,527	73,978	75,457	76,966	78,506
Academic Level A Increment 4	76,246	77,771	79,326	80,913	82,531
Academic Level A Increment 5	79,271	80,856	82,474	84,123	85,805
Academic Level A Increment 6	82,291	83,937	85,616	87,328	89,074
Academic Level A Increment 7	85,316	87,022	88,763	90,538	92,349
Academic Level A Increment 8	88,336	90,103	91,905	93,743	95,618
Academic Level B Increment 1	96,477	98,407	100,375	102,382	104,430
Academic Level B Increment 2	99,959	101,958	103,997	106,077	108,199
Academic Level B Increment 3	103,450	105,519	107,629	109,782	111,978
Academic Level B Increment 4	106,936	109,075	111,256	113,481	115,751
Academic Level B Increment 5	110,424	112,632	114,885	117,183	119,526
Academic Level B Increment 6	113,908	116,186	118,510	120,880	123,298
Academic Level C Increment 1	120,882	123,300	125,766	128,281	130,847
Academic Level C Increment 2	124,373	126,860	129,398	131,986	134,625
Academic Level C Increment 3	127,853	130,410	133,018	135,679	138,392
Academic Level C Increment 4	131,344	133,971	136,650	139,383	142,171
Academic Level D Increment 1	137,159	139,902	142,700	145,554	148,465
Academic Level D Increment 2	141,803	144,639	147,532	150,482	153,492
Academic Level D Increment 3	146,454	149,383	152,371	155,418	158,527
Academic Level D Increment 4	151,103	154,125	157,208	160,352	163,559
Academic Level E Increment 1	176,678	180,212	183,816	187,492	191,242

**SCHEDULE 1 – PART B - PROFESSIONAL STAFF SALARY RATES**

<b>Salary Rates</b>	<b>Annual Salary at 1 July 2017</b>	<b>2% Increase 30 June 2018</b>	<b>2% Increase 13 July 2019</b>	<b>2% Increase 11 July 2020</b>	<b>2% Increase 10 July 2021</b>
HEW 1 Increment 1	47,463	48,412	49,381	50,368	51,375
HEW 1 Increment 2	48,587	49,559	50,550	51,561	52,592
HEW 1 Increment 3	49,718	50,712	51,727	52,761	53,816
HEW 2 Increment 1	51,065	52,086	53,128	54,191	55,274
HEW 2 Increment 2	52,196	53,240	54,305	55,391	56,499
HEW 2 Increment 3	53,545	54,616	55,708	56,822	57,959
HEW 3 Increment 1	54,894	55,992	57,112	58,254	59,419
HEW 3 Increment 2	56,251	57,376	58,524	59,694	60,888
HEW 3 Increment 3	57,601	58,753	59,928	61,127	62,349
HEW 3 Increment 4	58,964	60,143	61,346	62,573	63,825
HEW 4 Increment 1	60,802	62,018	63,258	64,524	65,814
HEW 4 Increment 2	62,395	63,643	64,916	66,214	67,538
HEW 4 Increment 3	64,006	65,286	66,592	67,924	69,282
HEW 4 Increment 4	65,846	67,163	68,506	69,876	71,274
HEW 5 Increment 1	67,726	69,081	70,462	71,871	73,309
HEW 5 Increment 2	69,609	71,001	72,421	73,870	75,347
HEW 5 Increment 3	71,507	72,937	74,396	75,884	77,401
HEW 5 Increment 4	73,390	74,858	76,355	77,882	79,440
HEW 6 Increment 1	75,727	77,242	78,786	80,362	81,969
HEW 6 Increment 2	77,608	79,160	80,743	82,358	84,005
HEW 6 Increment 3	79,491	81,081	82,702	84,356	86,044
HEW 6 Increment 4	81,376	83,004	84,664	86,357	88,084
HEW 7 Increment 1	83,765	85,440	87,149	88,892	90,670
HEW 7 Increment 2	86,062	87,783	89,539	91,330	93,156
HEW 7 Increment 3	88,362	90,129	91,932	93,770	95,646

HEW 7 Increment 4	90,658	92,471	94,321	96,207	98,131
HEW 8 Increment 1	93,417	95,285	97,191	99,135	101,118
HEW 8 Increment 2	97,095	99,037	101,018	103,038	105,099
HEW 8 Increment 3	100,760	102,775	104,831	106,927	109,066
HEW 8 Increment 4	104,441	106,530	108,660	110,834	113,050
HEW 9 Increment 1	108,349	110,516	112,726	114,981	117,280
HEW 9 Increment 2	112,013	114,253	116,538	118,869	121,246
HEW 9 Increment 3	115,695	118,009	120,369	122,776	125,232
HEW 10 Minimum		119,422	121,810	124,247	126,732
HEW 10 Base 1		125,393	127,901	130,459	133,068
HEW 10 Base 2		131,364	133,991	136,671	139,405
HEW 10 Base 3		137,335	140,082	142,884	145,741
HEW 10 Base 4		143,306	146,173	149,096	152,078
HEW 10 Base 5		149,278	152,263	155,308	158,414
HEW 10 Base 6		155,249	158,354	161,521	164,751

## SCHEDULE 1 – PART C

### (1) Cadets

The University may employ eligible persons as cadets on a fixed-term basis. Cadets will receive the following percentage of the applicable rate specified in **Schedule 1**:

- 1st year 60%
- 2nd year 75%
- 3rd year 85%.

### (2) Trainees

The University may employ eligible persons on a fixed-term basis to be trainees (i.e. persons who undertake a structured program of paid work and training pursuant to a training agreement registered with the relevant State Training Authority). Trainees will receive the appropriate rate of pay specified in Schedule 1.

### (3) Supported wage arrangements

Staff who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates, provided that the minimum amount payable must be not less than \$84 per week (as amended by the Fair Work Commission from time to time).

<b>Assessed Capacity</b>	<b>% of Prescribed Salary Rate</b>	<b>Assessed Capacity</b>	<b>% of Prescribed Salary Rate</b>
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%



## SCHEDULE 2 – SESSIONAL ACADEMIC SALARY RATES

Sessional academic salary rates will be adjusted at the same time and rate as those applying for full-time academic staff (see Schedule 2 of the current staff enterprise agreement). The rates set out in this Schedule are hourly rates and are to be paid according to the hours worked. In the event a staff member is employed to work for less than a full hour, then the rates are to be pro-rated accordingly. These rates will apply from the date of certification and are to be calculated using the following formulae:

Category of Activity	Formula for hourly rate	Reference point	01-Jul-17	30-Jun-18	13-Jul-19	11-Jul-20	10-Jul-21
Lecturing and higher marking	$[(\$n/52)/37.5]+25\%$	Level B, Step 2	\$64.08	\$65.35769	\$66.66474	\$67.99808	\$69.35833
Subject Co-ordination or PhD	$[(\$n/52)/37.5]+25\%$	Level A, Step 6	\$52.75	\$53.80577	\$54.88205	\$55.97949	\$57.09872
All other rates	$[(\$n/52)/37.5]+25\%$	Level A, Step 2	\$44.11	\$44.99103	\$45.89103	\$46.80897	\$47.74487

Category of Activity	Type	Formula	01-Jul-17	30-Jun-18	13-Jul-19	11-Jul-20	10-Jul-21
Lecturing	Basic	Base x 3	\$192.23	\$196.07307	\$199.99422	\$203.99424	\$208.07499
	Developed	Base x 4	\$256.31	\$261.43076	\$266.65896	\$271.99232	\$277.43332
	Specialised	Base x 5	\$320.38	\$326.78845	\$333.32370	\$339.99040	\$346.79165
	Repeat	Base x 2	\$128.15	\$130.71538	\$133.32948	\$135.99616	\$138.71666
Tutoring	Normal rate	Base x 3	\$132.33	\$134.97309	\$137.67309	\$140.42691	\$143.23461
	Co-ord/PhD rate	Base x 3	\$158.25	\$161.41731	\$164.64615	\$167.93847	\$171.29616
	Repeat	Base x 2	\$88.22	\$89.98206	\$91.78206	\$93.61794	\$95.48974
	Co-ord/ PhD repeat	Base x 2	\$105.50	\$107.61154	\$109.76410	\$111.95898	\$114.19744
Musical Accompanying + SES	Standard rate	Base x 2	\$88.22	\$89.98206	\$91.78206	\$93.61794	\$95.48974
	Co-ord/PhD rate	Base x 2	\$105.50	\$107.61154	\$109.76410	\$111.95898	\$114.19744
Clinical Nurse Education	Little prep	Base x 1.5	\$66.16	\$67.48655	\$68.83655	\$70.21346	\$71.61731
	Co-ord/PhD rate	Base x 1.5	\$79.13	\$80.70866	\$82.32308	\$83.96924	\$85.64808
	Normal	Base x 2	\$88.22	\$89.98206	\$91.78206	\$93.61794	\$95.48974
	Co-ord/PhD rate	Base x 2	\$105.50	\$107.61154	\$109.76410	\$111.95898	\$114.19744
Marking	Standard	Base x 1	\$44.11	\$44.99103	\$45.89103	\$46.80897	\$47.74487

	Co-ord/PhD rate	Base x 1	\$52.75	\$53.80577	\$54.88205	\$55.97949	\$57.09872
	Significant	Base x 1	\$64.08	\$65.35769	\$66.66474	\$67.99808	\$69.35833
	Co-ord/PhD rate	Base x 1	\$64.08	\$65.35769	\$66.66474	\$67.99808	\$69.35833
Other Required Activity	Normal rate	Base	\$44.11	\$44.99103	\$45.89103	\$46.80897	\$47.74487
	Co-ord/PhD rate	Base	\$52.75	\$53.80577	\$54.88205	\$55.97949	\$57.09872

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## **Formulae and Descriptors**

The minimum wages paid to sessional academic staff employed on a casual basis shall be computed using the following formulae and descriptors:

### **1.1 Lecturing and Higher Marking Rate:**

The base rate per hour is determined by reference to the second step of the full-time Level B scale and calculated as follows:  $[(\$'n'/52)/37.5] + 25\%$

### **1.2 Full Subject/Unit Co-ordination or Possession of Relevant Doctoral Qualification:**

The base rate per hour where the duties include full subject/unit co-ordination or the staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:  $[(\$'n'/52)/37.5] + 25\%$

### **1.3 All other rates (including tutoring rates not covered in 1.2):**

The base rate per hour is determined by reference to the second step of the full-time Level A scale and calculated as follows:  $[(\$'n'/52)/37.5] + 25\%$

### **2.1 Lecturing:**

A casual staff member required to provide a formal lecture (or equivalent delivery through other than face-to-face teaching mode) of one hour's duration with directly associated non-contact duties in the nature of preparation, marking undertaken during the lecture, and student consultation, shall be paid at a rate for each hour of lecture delivered, according to the following:

<b>Type of Lecturing and associated working time assumed</b>
Basic lecture (1 hour of delivery and 2 hours associated working time)
Developed lecture (1 hour of delivery and 3 hours associated working time)
Specialised lecture (1 hour of delivery and 4 hours associated working time)
Repeat lecture (1 hour of delivery and 1 hour associated working time)

The hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days, and any marking undertaken during the lecture, and student consultation.

For the purposes of this Agreement, the term "**lecture**" means any education delivery described as a lecture in an official course or unit outline, or in an official timetable issued by the University.

### **2.2 Tutoring:**

A casual staff member required to provide a formal tutorial (or equivalent delivery through other than face-to-face teaching mode) of one hour's duration with directly associated non-contact duties in the nature of preparation, marking undertaken during the tutorial, and student consultation shall be paid at a rate for each hour of tutorial delivered, according to the following:

<b>Type of tutoring and associated working time assumed</b>
Tutorial (1 hour of delivery and 2 hours associated working time)
Repeat tutorial (1 hour of delivery and 1 hour associated working time)

The hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days, and any marking undertaken during the tutorial, and student consultation.

For the purposes of this Agreement, the term "**tutorial**" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

### **3.1 Musical Accompanying with Special Educational Service:**

For musical accompanying, the casual staff member shall be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered:

<b>Musical accompanying with special educational service, and associated working time assumed</b>
Musical accompanying (1 hour of delivery and 1 hour preparation time)

For the purposes of this sub-clause, the term “**musical accompanying with special educational service**” means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or educational purposes, but does not include concert accompanying, vocal coaching or musical directing.

#### 4.1 Undergraduate Clinical Nurse Education:

A casual staff member required to provide undergraduate clinical nurse education shall be paid for each hour of clinical education delivered together with directly associated non-contact duties in the nature of preparation, marking undertaken during the delivery, and student consultation, as follows:

<b>Type of undergraduate clinical nurse education and associated working time assumed</b>
Little preparation required (1 hour of delivery and 0.5 hours associated working time)
Normal preparation time (1 hour of delivery and 1 hour associated working time)

For the purposes of this sub-clause, the term “**undergraduate clinical nurse education**” means the conduct of undergraduate nurse education in a clinical setting.

#### 5.1 Marking:

All marking other than that referred to in paragraphs 2.1, 2.2, and 4.1 above shall be paid according the following table for all time worked:

<b>Type of Marking</b>
Standard marking
Marking requiring a significant exercise of academic judgment appropriate to an academic at Level B status, usually a supervising examiner

#### 6.1 Other Required Academic Activity

A casual staff member required to perform any other required academic activity as defined in this sub-clause shall be paid at the appropriate hourly rate for each hour of activity delivered as required and demonstrated to have been performed.

For the purposes of this sub-clause, “**other required academic activity**” shall include work that a person acting on behalf of the University, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions, etc;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject/unit guides and reading lists and basic activities associated with subject/unit coordination;
- development of open/distance learning materials;
- consultation with students;
- supervision; and
- attendance at School and/or faculty meetings and training/orientation sessions as required.

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

## SCHEDULE 3 – CLASSIFICATIONS USED BY ACU FOR ACADEMIC AND PROFESSIONAL STAFF

### PART A - Minimum Standards for Academic Levels (MSALs)

#### Introduction:

The Minimum standards for levels of academic staff, other than a casual, are set out in this Schedule. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution 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 an institution's promotion processes.

The MSAL's 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 coordinate and/or lead the activities of other staff, as appropriate to the discipline.

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

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

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

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

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

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

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

### **Research-only Academic Staff (inclusive of Creative Disciplines)**

**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 levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

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

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

**Level C** A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise. The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

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

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

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

**Level E** A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is 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.

## **PART B - DWM DESCRIPTORS FOR PROFESSIONAL STAFF**

This Schedule includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the descriptors.

### **DEFINITIONS**

#### **Definition 1: Supervision**

##### **Close supervision:**

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are 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 which 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, eg. 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.

**Definition 3: Classification Dimensions****Task Level:**

The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

**Judgement, Independence & Problem Solving:**

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these three qualities applies at each proposed 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.

**Training Level:**

The type and duration of training which 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:**

Occupations typically falling within each proposed classification level.

**Typical Activities:**

Activities typically undertaken by staff in different occupations at each of the proposed classification levels.



## **1. HIGHER EDUCATION WORKER LEVEL 1**

### **1.1 Task Level:**

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

### **1.2 Judgement, Independence and Problem Solving:**

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

### **1.3 Level of Supervision:**

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

### **1.4 Organisational Knowledge:**

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

### **1.5 Training Level or Qualifications:**

Employees at the base of Level 1 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 38 hours of induction to the higher education industry which shall 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 employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

### **1.6 Occupational Equivalent:**

Cleaner, Labourer, Trainee for Level 2 duties.

### **1.7 Typical Activities:**

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

## **2. HIGHER EDUCATION WORKER LEVEL 2**

### **2.1 Task Level:**

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

### **2.2 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 Level 2 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.

### **2.3 Level of Supervision:**

Routine supervision of straightforward tasks, close supervision of more complex tasks (see below).

### **2.4 Organisational Knowledge:**

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

### **2.5 Training Level or Qualifications:**

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of Year 12 without work experience or an equivalent combination of experience and training.

### **2.6 Occupational Equivalent:**

Clerk, Security Patrol Officer.

### **2.7 Typical Activities:**

Clerical 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.

## **3. HIGHER EDUCATION WORKER LEVEL 3**

### **3.1 Task Level:**

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

### **3.2 Judgement, Independence and Problem Solving:**

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

### **3.3 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.

### **3.4 Organisational Knowledge:**

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

### **3.5 Training Level or Qualifications:**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

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

Persons advancing through Level 3 may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

### **3.6 Occupational Equivalent:**

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

### **3.7 Typical Activities:**

In trades positions, apply the skills taught in a trade certificate, 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 require further training.

In Technical Assistant positions,

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

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

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

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

## **4. HIGHER EDUCATION WORKER LEVEL 4**

### **4.1 Task Level:**

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

### **4.2 Judgement, Independence and Problem Solving:**

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **4.3 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.

### **4.4 Organisational Knowledge:**

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

#### **4.5 Training Level or Qualifications:**

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

#### **4.6 Occupational Equivalent:**

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

#### **4.7 Typical Activities:**

In trades positions,

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

In technical positions,

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

In library technician positions,

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

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements, administer enrolment and course progression records.

### **5. HIGHER EDUCATION WORKER LEVEL 5**

#### **5.1 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.

## **5.2 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.

## **5.3 Level of Supervision:**

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

## **5.4 Organisational Knowledge:**

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

## **5.5 Training Level or Qualifications:**

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

## **5.6 Occupational Equivalent:**

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

## **5.7 Typical Activities:**

In technical positions,

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

In library technician positions, perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an outposted service.

In administrative positions, responsible for the explanation and administration of an administrative function, eg 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 professional 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.

## **6. HIGHER EDUCATION WORKER LEVEL 6**

### **6.1 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.

### **6.2 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.

### **6.3 Level of Supervision:**

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

### **6.4 Organisational Knowledge:**

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

### **6.5 Training Level or Qualifications:**

Persons employed at Level 6 shall typically perform duties at a skill level which 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;
- an equivalent combination of relevant experience and/or education/training.

### **6.6 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.

### **6.7 Typical Activities:**

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments

- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,

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

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.

## **7. HIGHER EDUCATION WORKER LEVEL 7**

### **7.1 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.

### **7.2 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 which has an impact beyond the immediate work area.

### **7.3 Level of Supervision:**

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

### **7.4 Organisational Knowledge:**

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

### **7.5 Training Level or Qualifications:**

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 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.

### **7.6 Occupational Equivalent:**

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

## **7.7 Typical Activities:**

In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which 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 areas or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

## **8. HIGHER EDUCATION WORKER LEVEL 8**

### **8.1 Task Level:**

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

### **8.2 Judgement, Independence and Problem Solving:**

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

### **8.3 Level of Supervision:**

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

### **8.4 Organisational Knowledge:**

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

### **8.5 Training Level or Qualifications:**

Persons employed at Level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of, 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.

### **8.6 Occupational Equivalent:**

Researcher of national standing; manager; senior school or faculty administrator.

### **8.7 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 and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.



## **9. HIGHER EDUCATION WORKER LEVEL 9**

### **9.1 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.

### **9.2 Judgement, Independence and Problem Solving:**

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

### **9.3 Level of Supervision:**

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

### **9.4 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 which may impact on other areas of the institution's operations.

### **9.5 Training Level or Qualifications:**

Persons employed at Level 9 shall typically perform duties at a skill level which 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.

### **9.6 Occupational Equivalent:**

Researcher of national or international standing; manager; senior school or faculty administrator.

### **9.7 Typical Activities:**

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

## **10. HIGHER EDUCATION WORKER LEVEL 10**

### **10.1 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.

### **10.2 Judgement, Independence and Problem Solving:**

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

### **10.3 Level of Supervision:**

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

### **10.4 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.

### **10.5 Training Level or Qualifications:**

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

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

### **10.6 Occupational Equivalent:**

Senior program, research or administrative manager.

### **10.7 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 faculties 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.

Australian Catholic University Limited  
(ABN 15 050 192 660)  
Australian Catholic University Staff Enterprise Agreement 2017-2021

**SIGNATURES TO THE AGREEMENT**

Signed for and on behalf of  
**AUSTRALIAN CATHOLIC UNIVERSITY**



Dr Stephen Weller  
Chief Operating Officer and Deputy  
Vice-Chancellor  
40 Edward Street  
North Sydney NSW 2060

In the presence of



Name of witness (printed)

Simone Chetcuti

Dated

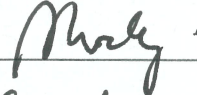
28 August 2018

Signed for and on behalf of  
**COMMUNITY AND PUBLIC SECTOR UNION  
(SPSF GROUP) NSW BRANCH**



*St* Stewart Little *Troy Wright*  
State Branch Secretary  
160 Clarence Street  
Sydney NSW 2000

In the presence of



Name of witness (printed)

Sandra Lohrey

Dated

29. 8. 18

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



Graham McCulloch  
General Secretary  
Level 1, 120 Clarendon Street  
South Melbourne VIC 3205

In the presence of



Name of witness (printed)

Renee Veal

Dated

28 August 2018

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2018/4789

**Applicant:**

Australian Catholic University

### Undertaking- section 190

I, Stephen Weller, Chief Operations Officer & Deputy Vice-Chancellor of Australian Catholic University give the following undertakings with respect to the Australian Catholic University Staff Enterprise Agreement 2017-2021 ("the Agreement"):

1. I have the authority given to me by Australian Catholic University to provide this undertaking in relation to this application before the Fair Work Commission.
2. For the purposes of Clause 3.9.1 of the Agreement, leave may be granted in accordance with this Clause associated with the adoption of a child under the age of 16 years.
3. For the purposes of Clause 3.9.2.2 of the Agreement, at P2, in addition to leave at P1, a staff member may take up to eight (8) weeks unpaid partners or concurrent leave during the partner's period of parental leave.
4. For the purposes of Clause 3.11.2.4 of the Agreement, a staff member is entitled to any additional gazetted public holidays as observed in each State or Territory.

**Employer name:**

Australian Catholic University

**Authority to sign:**

Chief Operating Officer & Deputy Vice-Chancellor

**Signature:**

A handwritten signature in black ink that reads "SWELLER". The signature is written in a cursive style with a long horizontal stroke at the bottom.

**Date: 4 December 2018**