



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Charles Sturt University; National Tertiary Education Industry Union
(AG2018/6019)

CHARLES STURT UNIVERSITY ENTERPRISE AGREEMENT 2018-2021

Educational services

COMMISSIONER WILSON

MELBOURNE, 23 APRIL 2019

Application for approval of the Charles Sturt University Enterprise Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Charles Sturt University Enterprise Agreement 2018-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Charles Sturt University; National Tertiary Education Industry Union. 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] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The National Tertiary Education Industry Union, United Voice, and 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 these organisations.

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



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2018/6019

Applicant: Charles Sturt University

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190 of Fair Work Act

I, Malcolm Wilson, Director, Workplace Relations for Charles Sturt University give the following undertakings with respect to the Charles Sturt University Enterprise Agreement 2018 – 2021 (the Agreement):

1. I have the authority given to me by Charles Sturt University to provide these undertakings in relation to the application before the Fair Work Commission.
2. **Annualised rates – Clause 27.1:** Noting that annualised rates are only available under Clause 27 for Professional/General Staff, the University undertakes that reconciliations will occur as follows:
 - a) For each employee paid an annualized salary, the University will undertake a reconciliation, at two month intervals, to establish whether, for work performed under the Agreement in the preceding two months, the employees' total wages were less than or equal to the total wages the employee would have been entitled to under the Higher Education Industry – General Staff – Award 2010.
 - b) Where the reconciliation establishes that an employee on an annualized salary has been paid the same or less under the Agreement than they would have been paid under the Award for performing the same work, the employee will be paid in the following pay period the difference between the wages payable under the relevant Award and the wages paid under the Agreement over the two month period plus 1% of the difference.
 - c) Any reconciliation payment will be identified and paid in the following fortnightly pay.
3. **Professional/General Casual rates of pay (Schedule B):** The University undertakes that, for the purposes of Schedule II Part B, where it relates to a casual staff employed on Student Rate 1 and Student Rate 2, and where the Higher Education Industry – General Staff Award 2010 provides a greater entitlement than the Agreement, the University will pay the Award rate plus an additional 1% of that rate.

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

A handwritten signature in black ink, appearing to be 'M. G. ...', written over a horizontal line.

Signature

17 April 2019

Date

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

FAIR WORK COMMISSION

**AGREEMENT PURSUANT TO CHAPTER 2, PART 2-4
ENTERPRISE AGREEMENTS
*FAIR WORK ACT, 2009***

BETWEEN

CHARLES STURT UNIVERSITY

and

COMMUNITY AND PUBLIC SECTOR UNION

and

NATIONAL TERTIARY EDUCATION INDUSTRY UNION

and

UNITED VOICE

**CHARLES STURT UNIVERSITY
ENTERPRISE AGREEMENT –2018-2021**

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PART 1 GENERAL

1. TITLE

This Agreement will be known as the Charles Sturt University Enterprise Agreement 2018-2021.

2. ARRANGEMENT (table of contents)

3. DEFINITIONS

In this Agreement the following definitions shall apply:

Academic staff shall mean and refer to those employees employed under the provisions of this Agreement at the levels and salary rates set out in Schedule I of this Agreement. The nature of work performed by academic staff is described in Schedule VI of this Agreement.

Bullying at work is repeated, unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Bullying does not include reasonable management practices, including performance management, conducted in a reasonable manner.

Casual employee shall mean and refer to an employee engaged by the hour and paid on an hourly basis that includes a loading and which is an all-inclusive rate in compensation for the casual nature of the appointment and of all forms of leave, excluding long service leave.

Consultation refers to a process in which parties exchange views and information which are not of necessity confidential, relevant to a decision, but where the decision is that of the University.

CPSU shall mean and refer to the Community and Public Sector Union.

Delegated officer shall mean and refer to the incumbent of a position which the University Council has authorised to perform particular functions in accordance with the Policy on Delegations and Authorisations and its Schedules.

Displaced employee shall mean and refer to an employee who occupies a position that is no longer required or can no longer be funded by the University.

Domestic Violence refers to a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person in order to establish and maintain power and control over another person in a close relationship, or family or domestic situation. Domestic violence occurs across all social strata, cultures, and age groups. The incidence of domestic violence is not dependent on gender or sexual orientation but the majority of victims of such violence are women.

Employee shall mean and refer to a member of staff of the University covered by this Agreement.

Employee representative shall mean and refer to a person nominated by an employee to undertake representations to the University on their behalf, and who is not a currently practising solicitor or barrister.

FWC shall mean and refer to Fair Work Commission.

Five day shift work employee shall mean and refer to an employee engaged on shift work, but who does not work their ordinary hours of duty on weekends and Public Holidays regularly.

Immediate family shall mean and refer to an employee's spouse or former spouse, de facto spouse or former de facto spouse (de facto spouse includes same-sex, transgender, intersex and heterosexual partnerships); or their child or adult child (including their adopted child, step child, ex-nuptial child or foster child), parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. Other kinship and family networks may be considered on a case by case basis, including persons for whom the employee has significant carer responsibilities.

Industrial dispute or grievance shall mean and refer to an industrial matter dealt with by this Agreement.

Investigator shall mean and refer to a person external to the University or to an employee of the University who holds an appointment at the level of Executive Dean/Executive Director (or equivalent) or above, but shall not include the Vice-Chancellor or a person from the Division or Faculty of the employee who is the subject of a formal inquiry.

Misconduct shall mean and refer to conduct which is not serious misconduct, as defined, but which is nonetheless conduct that is unsatisfactory.

NTEU shall mean and refer to the National Tertiary Education Industry Union.

Ordinary salary shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty and shall not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

Part-time employee shall mean and refer to an employee engaged to work a fixed number of hours per week which is less than the weekly hours for a full-time employee for the particular classification.

Part year employee shall mean and refer to an employee engaged to work a reduced number of weeks per year.

Professional/general staff shall mean and refer to those employees employed under the provisions of this Agreement and the levels and salary rates set out in Schedule II of this Agreement. The nature of work performed by professional and general staff is described in Schedule V of this Agreement.

Resignation shall mean and refer to a decision of an employee of the University to cease employment with the University on a specified date. The term “resignation” shall also mean and refer to the “retirement” of an employee.

Serious misconduct shall mean and refer to:

- (i) serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the carrying out of an employee’s duties or to an employee’s colleagues carrying out their duties;
- (ii) serious dereliction of the duties required of the academic office or position held by an employee;
- (iii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof;
- (iv) theft, bullying, assault or sexual harassment; and/or
- (v) repeated and/or persistent misconduct of a more serious nature.

Service shall mean and refer to service as an employee of the University or its predecessor institutions unless otherwise stated.

Set roster shall mean and refer to the ordinary hours of duty to be performed by an employee in accordance with a scheduled roster pursuant to the provisions of Part 5 of this Agreement.

Seven day shift work employee shall mean and refer to an employee who is engaged to work shift work on weekends and Public Holidays regularly.

Shift work, for the purposes of this agreement and the National Employment Standards (NES), shall mean and refer to the ordinary hours of duty required to be performed by an employee in accordance with a rotating roster pursuant to the provisions of Part 5 of this Agreement.

Supervisor shall mean and refer to an employee’s nominated supervisor, which may include an employee’s Head of School or Section (or nominee), Executive Director/Executive Dean (or nominee), or the Vice-Chancellor (or nominee).

Termination shall mean and refer to termination of employment at the initiative of the University.

Trainee shall mean and refer to an individual who is employed by the University in a professional / general staff position under the provisions of the relevant training scheme. A trainee does not include an individual who already has the competencies to which the traineeship is directed.

University shall mean and refer to Charles Sturt University.

Unsatisfactory performance shall mean and refer to a situation where it has been established that an employee has failed to meet, over a reasonable period, the standard of performance expected for the position occupied.

UV shall mean and refer to United Voice.

Vice-Chancellor shall mean and refer to the Chief Executive Officer of the University, or where applicable, a person acting in the position of Vice-Chancellor.

NB: Reference to the singular number shall mean and refer to, and include, reference to the plural number.

4. OBJECTIVES OF AGREEMENT

Through the provisions of this Agreement, the University is seeking to strengthen its competitiveness and to achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equality. To enhance that competitiveness and to achieve these improvements, the key objectives of this Agreement are to:

- (i) achieve improved terms and conditions of employment for all employees of the University;

- (ii) achieve positive and productive partnerships between the University and all its employees and stakeholders in the pursuit of its mission, values, strategic objectives and priorities;
- (iii) strengthen the University's ability to attract and retain high quality employees;
- (iv) enhance flexibility and streamline administrative processes; and
- (v) maximise income generation and/or manage costs within the University to ensure its viability and to enhance its development and growth.

5. OPERATION OF AGREEMENT

This Agreement shall come into force from seven (7) days after the date of approval of this Agreement by the Fair Work Commission (FWC), and shall remain in force until 30 September 2021

6. PARTIES

The parties to this Agreement are:

- (i) Charles Sturt University;
- (ii) all employees whose employment is subject to this Agreement;
- (iii) the Community and Public Sector Union and its officers and members;
- (iv) the National Tertiary Education Industry Union and its officers and members; and
- (v) United Voice and its officers and members.

7. APPLICATION

- 7.1** This Agreement shall apply to all employees employed by the University under the provisions of this Agreement whether or not such employees are members of the organisation of employees referred to at Clause 6 - Parties to this Agreement.
- 7.2** This Agreement shall not apply to managerial and executive staff of the University who are remunerated in accordance with the CSU Senior Executive Remuneration Model at a rate of at least \$100 above the top of Level 10 (for Professional and General Staff) and the top of Level E (for academic staff).
- 7.3** This Agreement shall replace and rescind the Charles Sturt University Enterprise Agreement 2013-2016.
- 7.4** This Agreement wholly displaces and operates to the exclusion of the provisions of all other awards and agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.
- 7.5** Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure or guideline referred to in it.
- 7.6** This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

8. FREEDOM OF ASSOCIATION

The parties to this Agreement acknowledge and accept that it is the right of every employee of the University to freedom of association, including the right to join or not to join an organisation or association of employees.

9. AVAILABILITY OF AGREEMENT

A copy of this Agreement will be kept in an easily accessible place at each campus of the University and be available on the website of the University.

10. NO FURTHER CLAIMS

No further claims relating to the matters covered by this Agreement prior to its expiration shall be pursued.

11. REOPENING OF NEGOTIATIONS

Negotiations on a new Enterprise Agreement shall commence not earlier than the nominal expiry date of this agreement.

PART 2 SALARY AND RELATED ARRANGEMENTS

12. SALARY INCREASES

12.1 This Agreement provides for the salary increases as set out at sub-clause 12.3 below for all employees to whom this Agreement applies.

12.2 The salary rates for employees covered by this Agreement shall be as set out in the following Schedules to this Agreement:

- (i) Schedule I - Academic Staff Salary Rates; and
- (ii) Schedule II - Professional/General Staff Salary Rates.

Part-time employees shall be paid at a pro rata rate based on the appropriate full-time salary rate set out in the applicable Schedule referred to above.

12.3 The adjustment of salaries shall be made in five (5) instalments and shall take effect as follows:

\$500 salary uplift plus 0.7% payable from the first pay period commencing 12 January 2018
1.3% payable from the first full pay period commencing 19 October 2018
1.8% payable from the first full pay period after the 1 September 2019
1.8% payable from the first full pay period after the 1 September 2020
\$500 salary uplift plus 2.1% payable from the first full pay period after the 1 September 2021

13. SALARIES

13.1 The salary of an employee on appointment shall be determined by the University within the salary range determined for the position according to qualifications, ability and experience.

13.2 An employee's salary shall be paid fortnightly by electronic funds transfer into an account of an approved financial institution nominated by the employee.

14. SALARY PROGRESSION

The provisions relating to salary progression within a classification are set out in Schedule III of this Agreement.

15. SUPERANNUATION

15.1 UniSuper is the nominated superannuation provider for the University. While this Agreement is in operation, all superannuation contributions for existing employees who are members of UniSuper, and for all new employees, shall be made to UniSuper.

15.2 The University will provide the following superannuation employer contributions:

- (i) For continuing employees and fixed-term employees on a contract in excess of one (1) year the employer contribution paid by the University will be at the rate of 17%;
- (ii) For employees on a contract of one (1) year or less, and casual employees, the employer contribution paid by the University will be the Government Superannuation Guarantee (GSG) rate; and
- (iii) From 1st January 2021 all fixed term employees on a contract less than one (1) year the employer contribution paid by the University will be at the rate of 17%.

15.3 At the date of commencement of this Agreement the GSG rate is 9.5%

15.4 An employee in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that employee not been on authorised leave without pay. Such payments will be funded by the employee.

15.5 An eligible employee 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 employee's salary and other payments and employer superannuation contributions is not thereby diminished. When being provided with this option, the employee (or prospective employee) must be provided with the option of receiving 17% employer contributions.

15.6 In addition to the flexibility of employer contributions as provided by subclause 15.5, the University may exercise its options under the terms of its participation in UniSuper for the 5% flexibility in coverage and/or contribution level. This 5% does not include any employee who has made an election to receive less than 17% employer superannuation contributions to the extent permitted by the UniSuper Trust Deed.

16. VOLUNTARY SALARY PACKAGING SCHEME

Subject to applicable legislation in place at any time, employees may salary package in accordance with the University's salary packaging arrangements.

PART 3 MANAGING CHANGE AND WORKPLACE CONSULTATION

17. MANAGING CHANGE

- 17.1** It is recognised that change will occur as the University evolves over time and as circumstances require. It is also acknowledged that sound management of workplace change requires the engagement of the individuals who will be directly affected by the proposed change through consultation with them and where they so choose, their nominated employee representative or their union. Where practicable, the University will include employees who are on leave in the consultative process.
- 17.2** The processes of Academic Planning, including decisions on the academic offerings of the University, do not require consultation under this clause. However, when a decision taken as part of academic planning leads to a proposal for “workplace change” (as defined in sub-clause 17.4), the change proposal will be subject to consultation under this clause.
- 17.3** Informal discussions or consideration of workplace change issues, which may or may not lead to the development of a specific change proposal, do not require the following formal change management process.
- 17.4** “Workplace change” means major organisational change or employment policy change that will significantly affect the job security and employment conditions of employees. Significant affects include termination of employment; major changes in the composition, operation or size of the employer’s workforce and the restructuring of jobs. Where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant affect
- 17.5** Where a workplace change is likely to affect only one (1) employee, the University will discuss the proposed change individually with the affected employee.
- 17.6** The University may invite discussion with individual employees who may be directly affected by the major change prior to release of any proposal for change.
- 17.7** When the University has developed a firm proposal for workplace change of the kind referred to in sub-clause 17.4 and affecting more than one (1) employee, the University will develop a Draft Change Proposal outlining the particulars of the workplace change proposal under consideration.
- 17.8** The Draft Change Proposal shall be provided in the first instance to the employees likely to be directly affected and the relevant unions.
- 17.9** The draft change proposal will also be provided to the Employee Consultative Committee (ECC) for information only.
- 17.10** The change proposal shall provide relevant information, and may include the proposed timelines for implementation, the rationale for the change, including aims and objectives of the change and the likely effects of the change upon employees, including proposed redundancies and/or redeployments.
- 17.11** Once a copy of the change proposal had been provided in accordance with sub-clause 17.8, representatives of University management shall meet and consult with affected employees, and where they so choose their nominated employee representative or their union, to discuss the rationale of the proposal and the impact the proposed changes are likely to have on the employees.
- 17.12** Affected employees, and where they so choose their nominated employee representative or their union, will be given at least two (2) weeks to provide a response to the workplace change proposal and to any further recommendations on the change proposal subsequently prepared by the University.
- 17.13** The University will give due consideration to such submissions and shall provide affected employees, and where they so choose, their nominated employee representative or their union, a Revised Change Plan. The Revised Change Plan will include a report with explanations on how feedback received was addressed in making revisions to the document.
- 17.14** Where material changes have been made to the Draft Change Plan, the Revised Change Plan will be subject to a further consultation period of one (1) week.
- 17.15** Following consideration of feedback on the Revised Change Plan, the University will release a Final Change Plan, which will include implementation details.
- 17.16** By Agreement with the Unions, the timeframes in 17.12 and 17.14 may be reduced.
- 17.17** Where a workplace change proposal envisages that positions will be eliminated, the University will consult with the individual employees likely to be affected, and where they so choose their nominated employee representative or their union, on ways to avert potential job loss, or measures to mitigate the adverse effects of the job loss.

- 17.18** The measures referred to in sub-clause 17.17 may include, but are not limited to, leave without pay, long service leave, secondment, conversion to part-time employment, pre-retirement contracts, voluntary separation, or training and redeployment.
- 17.19** Where the measures referred to in sub-clause 17.18 are unsuccessful and a workplace change proposal leads to a position becoming redundant, the University shall implement the redeployment and redundancy provisions of this Agreement.
- 17.20** Any disputes arising in relation to the application of the procedural requirements of this clause shall be dealt with in accordance with Clause 53 - Dispute Settling Procedures.

Changes to rosters or hours of work

- 17.21** Minor workplace change such as changes to rosters and ordinary hours of work, or changes to reporting lines, that do not have a significant effect, as outlined in sub-clause 17.4, do not constitute a major workplace change, but require consultation with the affected employees. The processes in sub-clauses 17.1 to 17.20 are not required to be applied.
- 17.22** The consultation process referred to in sub-clause 17.21 will include:
- (i) the provision of information about the proposed change;
 - (ii) Inviting employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consideration by the University of any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.
- 17.23** Sub-clauses 17.21 and 17.22 should be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

18. WORKPLACE REORGANISATION

- 18.1** Where a workplace is to be reorganised following the consultative process outlined in Clause 17 - Managing Change of this Agreement, the following procedures will apply in relation to employees holding a continuing appointment:
- (i) where the duties of a position are not significantly changed, the incumbent shall continue to hold the position; or
 - (ii) where the duties of a position are so significantly changed that it can be regarded as a new position, or where a position is no longer required, the employee holding the position shall become an “eligible employee” for the purposes of this clause; or
 - (iii) where a new position is established, expressions of interest shall be called initially from amongst eligible employees within that workplace, and a merit based selection process shall be applied.
- 18.2** Where appropriate, the University will consider a job swap process to allow an exchange of positions between an eligible employee and another continuing employee who has indicated they may accept a voluntary separation. The process will be managed on a case by case basis.
- 18.3** When the procedures outlined in sub-clauses 18.1 and 18.2 are concluded and there are eligible employees who do not gain positions, such employees shall become “displaced employees” for the purposes of Clause 33 - Redundancy and Retrenchment Provisions of this Agreement.

19. EMPLOYEE CONSULTATION

- 19.1** The University is committed to workplace participation, through employee consultation at the workplace level. To facilitate such consultation, the University will use a range of measures which may include the University’s web facilities and email system, employee focus groups, workplace/work unit meetings and an Employee Consultative Committee (ECC) as provided for in this clause.
- 19.2** The Employee Consultative Committee provides a forum for consultation between management and employees on matters pertaining to this Agreement and to monitor the implementation of this Agreement and other workplace relations issues including policies. New and amended policies will be referred to the ECC.
- 19.3** The ECC shall comprise:
- (i) three (3) employees, comprising one (1) employee nominated by each of the unions covered by this Agreement; and
 - (ii) up to three (3) nominees of the Vice-Chancellor, who are employed by the University, one (1) of whom shall be the Presiding Officer.
- 19.4** Meetings of the ECC will be convened at least twice a year, or as otherwise required, and employees nominated in accordance with sub-clause 19.3 will be allowed reasonable time off during working hours to attend and prepare for meetings. In making such arrangements, the employees shall discuss the need to leave their work area with their supervisor before doing so.
- 19.5** The University will provide adequate resources to facilitate employee consultation processes including, data collection, trend analysis of staffing and students and assessment of implementation of the Agreement.

PART 4 EMPLOYMENT ARRANGEMENTS

20. GENERAL

20.1 Employees shall be employed in only the types of employment prescribed in Clause 21 - Types of Employment, and all appointments should normally follow the University's merit-based selection processes.

20.2 During the life of this Agreement the University will use its best endeavours to ensure that the total equivalent full time (EFT) number of casual staff of the University will not increase as a proportion of the total number of EFT staff employed on fixed-term or continuing contracts.

21. TYPES OF EMPLOYMENT

Continuing Employment

21.1 "Continuing" employment shall mean and refer to an employee who has ongoing employment with the University, subject to termination pursuant to the unsatisfactory performance, serious misconduct, or the termination and redundancy provisions contained in this Agreement. It may be offered on a full-time or part-time basis.

Full-time Employment

21.2 "Full-time" employment shall mean and refer to all employment other than "part-time" or "casual" employment as defined. It may be offered to an employee on a continuing or fixed-term appointment.

Part-time Employment

21.3 "Part-time" employment shall mean and refer to employment for less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which all salary and entitlements are paid on a pro rata basis calculated by reference to the time worked. It may be offered to an employee on a continuing or fixed-term appointment.

21.4 Where employment is to be made for a fraction of the ordinary hours of work, any offer of employment made by the University shall specify the fraction of the ordinary hours of work and the number of hours for which employment is offered.

Fixed-term Employment

21.5 "Fixed-term employment shall refer to and mean:

- (i) employment for a specified term that expires through the effluxion of time and upon its own terms; or
- (ii) employment in connection with a specific task or project and which will terminate upon the occurrence of a specified contingency related to the task or project.

21.6 The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(i) **Specific task or project**

"Specific task or project" shall mean 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 shall 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**

"Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five (5) years.

(iii) **Replacement Employee**

"Replacement Employee" means an employee:

- (a) undertaking work activity replacing another employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
- (b) temporarily performing the duties of a vacant position for which the University has made a definite decision to fill the vacancy.

(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 on a fixed-term contract. For the purpose of this sub-clause, practical or commercial practice will be considered as “recent” only when it has occurred in the previous five (5) years. A fixed-term contract under this category shall be for a maximum of three (3) years.

(v) **Pre-retirement contract**

Where an employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a maximum period of up to five (5) 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 within an academic unit or research unit related to a degree course that the student is undertaking, provided that:

- (a) such fixed-term contract employment shall 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) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

(vii) **Apprenticeship or Traineeship**

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the University or a relevant State or Commonwealth training authority.

(viii) **New organisational area**

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

(ix) **Disestablished organisational area**

Where an organisational work area, work function or teaching program 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 area or discipline.

(x) **Early career development fellowship (ECDF)**

- (a) Early Career Development Fellowships (ECDFs) will be standard teaching and research academic fixed term contracts of two (2) years' duration. Successful candidates for ECDFs will be selected from eligible applicants on academic merit.
- (b) Eligibility to apply for ECDFs will be restricted to casual academic employees who have:
 - i. Been awarded a PhD and performed casual teaching work for the University in three (3) entire teaching periods over the last five (5) years; or
 - ii. Been active candidates for their PhD for at least two (2) years and performed casual teaching work for the University in five (5) entire teaching periods over the last five (5) years.
- (c) At the end of ECDFs, an assessment will be made as to whether a further fixed-term appointment of two (2) years should be made. At the expiry of this further period, the appointment will be converted to continuing, subject to the availability of ongoing work and the employee being considered appointable on academic merit.

(xi) **Fluctuating student numbers**

Where a school/academic unit experiences a sudden and unanticipated substantial increase or decrease in enrolments, fixed-term employment may be offered in the area for a period of up to three

(3) years. Where the position continues beyond this period the incumbent will be converted into an ongoing position, provided they have performed satisfactorily in the role.

21.7 For the purpose of this clause, breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks shall not constitute breaks in continuous service.

Transitional Provisions for Current Fixed-Term Staff

21.8 Nothing in this clause shall require the University to change the current term of the engagement of any employee employed on a fixed-term contract as at the commencement of this Agreement, during the term of that contract. Notwithstanding this clause, an eligible employee shall be entitled to make an application for conversion from fixed-term to continuing employment in accordance with sub-clause 21.9.

Conversion from Fixed-Term to Continuing Employment

21.9 An employee on a fixed-term contract is eligible to apply to convert his or her employment to continuing employment in the following circumstances:

- (i) the University has determined that continuing work of the same or substantially similar duties is available;
- (ii) the current contract is the second or subsequent fixed-term appointment for the employee;
- (iii) the period of fixed-term employment has exceeded a continuous period of three (3) years;
- (iv) the employee was originally appointed following a competitive merit based selection process; and
- (v) the performance of the employee since appointment has been satisfactory.

21.10 The provisions of sub-clause 21.9 do not apply to fixed-term contracts for:

- (i) academic positions at Level D or above;
- (ii) professional / general staff positions above Level 9; and
- (iii) employment made pursuant to sub-clause 21.6 (iii), (v), (vi) and (vii).

Expiration of a Fixed-term Contract

21.11 Where the University makes a determination to renew a fixed-term position, the University will give such further employment to the employee employed in the relevant position, provided that the employee was employed through a competitive selection process and their performance has been satisfactory in all respects.

21.12 The University shall provide at least three (3) weeks' notice to a fixed-term employee of its intention to renew, or not renew, employment with the employee upon the expiry of the contract. Where the employee seeks to continue employment and satisfies the requirements specified in sub-clause 21.9 (ii), (iii), and (v) and the University does not renew the employment, severance pay shall be payable as follows:

Length of Continuous Service	Severance Pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more but less than 5 years	8 weeks' pay
5 years or more but less than 6 years	10 weeks' pay
6 years or more but less than 7 years	11 weeks' pay
7 years or more but less than 8 years	13 weeks' pay
8 years or more but less than 9 years	14 weeks' pay
9 years or more but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

21.13 The provisions of sub-clause 21.12 only apply to fixed-term contracts made pursuant to sub-clause 21.6 (i), (ii), (viii) and (ix).

Casual Employment

21.14 A casual employee will be paid the applicable casual hourly salary rate provided for in Schedule I or II of this Agreement. Such hourly rate includes a loading of 25% that is paid in compensation for the casual nature of the appointment and for all forms of leave (excluding long service leave) and any other relevant entitlements.

21.15 Casual employees will generally be engaged to undertake work which is ad hoc, intermittent, unpredictable or involves hours that are irregular. Work of a regular and systematic nature will normally be performed by continuing or fixed-term employees. Notwithstanding the provisions relating to casual conversion for certain employees, a casual employee will not have any expectation of continuing employment.

- 21.16** A casual appointment may be terminated by either the University or the employee on one hour's notice and the requirements in the provisions in this Agreement for managing unsatisfactory performance, misconduct and serious misconduct and termination of employment due to illness or incapacity do not apply.
- 21.17** Where the nature of the work being offered fits one or more of the circumstances outlined in sub-clause 21.6, and is for a period of twelve (12) months or more, a casual contract cannot be offered.
- 21.18** Casual staff will be provided with access to the facilities and resources necessary to perform their duties.
- 21.19** Casual staff employed over two (2) consecutive years can voluntarily participate in the Employee Development and Review Scheme.

Professional/General Staff Casual Employment - Conversion Arrangements for Certain Employees

- 21.20** A member of the casual professional/general staff is eligible to apply for conversion to continuing or fixed-term employment, as appropriate, in the following circumstances:
- (i) if the employee has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same workplace/work unit; and either
 - a. the period of employment referred to in (i) was during the immediately preceding period of at least twelve (12) months and the average weekly hours worked during the period referred to in (i) equalled at least 70% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - b. the period of employment referred to in (i) was during the immediately preceding period of at least twenty-four (24) months;
 - (ii) and the performance of the employee has been satisfactory.
- 21.21** For the purposes of sub-clause 21.20 casual work performed by the employee in another classification, job or workplace/work unit shall not:
- (i) affect the employee's eligibility for conversion; nor
 - (ii) be included in determining whether the employee meets eligibility requirements.
- 21.22** The University will determine whether the employee's employment will be converted to continuing or fixed term.

Academic Staff Casual Employment - Conversion Arrangements for Certain Employees

- 21.23** A member of the casual academic staff is eligible to apply for conversion to Fixed Term employment in the following circumstances:
- (i) if the employee has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same workplace/work unit; and
 - a. the period of employment referred to in (i) was during the immediately preceding period of at least twenty-four (24) months; and
 - b. the hours worked during the period referred to in (a) totaled at least 690 (six hundred and ninety) hours per annum; and
 - (ii) the employee has matched the performance and conduct expectations set and adopted during their employment; and
 - (iii) the employee has demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required, according to their EDRS Plan and the strategic directions of their Faculty or School.

Refusal of applications for conversion – Academic and Professional/General Staff

- 21.24** Conversion to non-casual employment will not occur in the following circumstances:
- (i) the employee is a genuine retiree;
 - (ii) the employee is a student, and their employment is primarily related to their status as a student;
 - (iii) the employee has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
 - (iv) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular;
 - (v) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within twenty-six (26) weeks from the date on which the application of conversion is made;

- (vi) the employee has not matched performance and conduct expectations set and adopted during their employment and has been assessed as not meeting expected standards or unsatisfactory (as applicable);
- (vii) there is insufficient revenue or funding streams to provide continuing support for the employee's employment;

21.25 The University will not unreasonably refuse an application for conversion.

Seasonal Employment of Professional/General Staff

21.26 "Seasonal employment of professional/general staff", shall mean and refer to employment offered on a continuing or fixed-term basis to work one (1) or more periods or seasons in each calendar year.

21.27 During the periods of the calendar year that a seasonal employee is not required to perform work, the employee will be stood down without pay. Any such stand down period will not count as service for any purpose, although it will not break the continuity of service.

Conversion to Part-time Employment for a Fixed Period

21.28 An employee may apply to convert from full-time to part-time employment. Written applications at least three (3) months prior to the proposed date of conversion, should include the following information:

- (i) the fraction of the appointment proposed to be worked;
- (ii) the duration of the proposed conversion to part-time employment;
- (iii) the reason for the application; and
- (iv) a recommendation from the Delegated Officer.

21.29 At the conclusion of the period of part-time employment, the employee shall resume their substantive full-time appointment.

22. PROBATION

22.1 Probation is an extension of the appointment process and offers a period of mutual testing during which time decisions on continuation of employment beyond the period of probation can be made. During a period of probation, an employee shall be required to demonstrate that he or she has satisfactorily performed the duties and responsibilities determined by the University for his or her position.

22.2 Unless the University determines otherwise, an employee employed on a continuing or fixed-term appointment shall serve a period of probation as provided for in this clause.

22.3 The University is committed to ensuring due process with respect to all decisions made on the continuation or otherwise of the employment of a probationary employee. To fulfil that commitment, a probationary employee shall be advised of and afforded the opportunity to submit a written response to any adverse statements, findings or recommendations contained in a probationary report before a decision is reached to which those findings and material may be relevant.

22.4 To have their probationary appointment confirmed by the University at the conclusion of the period of probation, an employee will be required to have fulfilled the following requirements:

- (i) satisfactorily performed the duties and responsibilities of the position to which he or she is appointed; and
- (ii) complied with any special requirements or conditions attached to the offer of employment.

22.5 Where the employment of a probationary employee is to be terminated, the following notice periods apply, provided that the University may effect payment of salary *in lieu* of part or all of such notice.

(i) **Academic Staff**

Fixed-term appointments - written notice of not less than three (3) months; or
Continuing appointments - written notice of not less than six (6) months.

(ii) **Professional/General Staff**

All appointments – written notice of not less than two (2) weeks.

22.6 A review of an employee's performance shall be conducted by the employee's supervisor with the employee throughout the probationary period, with a final probation review undertaken normally not later than four (4) weeks prior to the expiration of probation. A probation report shall then be prepared by the employee's supervisor, and will be given to the employee with an opportunity to comment. The report is to be signed by the employee's supervisor and the Delegated Officer prior to the expiration of probation.

- 22.7** Where the University determines that the employment of a probationary employee is to be terminated, the employee shall be advised in writing of that determination.
- 22.8** A decision reached by the Vice-Chancellor (or nominee) to terminate the employment of a probationary employee shall not be subject to internal appeal or review, except that 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.

Academic Staff

- 22.9** Unless waived by the University, in part or in full, a member of the academic staff employed on a continuing appointment will normally serve a period of three (3) years' probation.
- 22.10** Unless waived by the University in part or in full, the following periods of probation will normally apply to a member of the academic staff employed on a fixed-term appointment:

Fixed-term Period	Period of Probation
Less than 3 years	6 months
3 years but less than 4 years	12 months
4 years or more	Up to 18 months

Professional/General Staff

- 22.11** Unless waived by the University, in part or in full, a member of the professional/general staff on a continuing appointment will normally serve a period of six (6) months' probation, provided that employees at professional/general staff Levels 1 to 4 will normally serve a four (4) month probationary period.
- 22.12** Unless waived by the University, in part or in full, a member of the professional/general staff on a fixed-term appointment of less than one (1) year shall serve a probationary period of four (4) months. Where the fixed-term appointment is greater than one (1) year, and for a professional/general staff appointment at Level 5 or above, the probationary employee will normally serve a period of six (6) months' probation.

23. CLASSIFICATION OF PROFESSIONAL/GENERAL STAFF POSITIONS

- 23.1** The University will classify professional/general staff positions in accordance with the Professional and General Staff Position Descriptors set out at Schedule V of this Agreement.
- 23.2** The University may evaluate new and/or vacant positions that have changed as a result of workplace reorganisation.
- 23.3** All professional/general staff positions will have a position description that will include the position role, duties, selection criteria and position to which the incumbent reports.
- 23.4** The following general principles will guide classification decisions:
- (i) all positions are subject to these procedures, irrespective of funding source or availability;
 - (ii) the classification will be of the position not the occupant; and
 - (iii) classification will be based on an assessment of the position documentation, including the position description for the position against the Professional/General Staff Position Descriptors set out in Schedule V of this Agreement.
- 23.5** Reclassification facilitators from a range of areas on each major campus of the University, trained in job evaluation, will be available to assist employees and supervisors with advice about the preparation of an application for reclassification. An employee considering making an application for reclassification may discuss their application with a facilitator.
- 23.6** An application for reclassification of an existing position shall be:
- (i) completed by the relevant supervisor or the employee following consultation between them, and where there is an indication that the duties and responsibilities of the position may have changed significantly;
 - (ii) referred by the supervisor to the Delegated Officer for comment and endorsement; and
 - (iii) forwarded to the Job Classification Advisory Committee (JCAC) for evaluation.
- 23.7** Where an employee is of the view that the work value of their position has changed significantly so as to merit re-evaluation and the employee's supervisor and/or Delegated Officer does not support an application for review of the position by the JCAC, a written statement of the reasons for not supporting an application will be provided by the supervisor or Delegated Officer to the employee. The statement will provide the details of where the application does not meet the criteria for reclassification.

- 23.8** Should the employee still consider that their level of work has changed significantly so as to merit evaluation, they may submit an application for review of the position directly to the JCAC. The application must be accompanied by the written statement of the reasons from their supervisor or Delegated Officer for not supporting a review of the position.
- 23.9** Each JCAC shall consist of five (5) employees and comprise the following membership:
- (i) one (1) employee, who is a senior staff member of the University trained in job evaluation agreed to between the unions and the University, who shall be the Chair of the committee;
 - (ii) two (2) non-academic staff nominated by the Vice-Chancellor; and
 - (iii) two (2) professional/general staff employees nominated by the unions.
- 23.10** An equal opportunity representative, nominated by the Executive Director, Human Resources, with a right of audience and debate, shall be in attendance to ensure equity principles are maintained.
- 23.11** All members of the JCAC will be trained by the University in job evaluation.
- 23.12** The JCAC shall evaluate positions referred to it twice a year and shall make recommendations on the classification levels of the position submitted for evaluation.
- 23.13** A position will not ordinarily be considered for reclassification within twelve (12) months of its last reclassification, unless a significant restructure of the work area has taken place.
- 23.14** Where a recommendation to upgrade a position to a higher classification level is approved by the University, the incumbent shall continue in the position and be paid the higher salary level from the closing date of applications for the round for which the JCAC made its recommendations.
- 23.15** Where a recommendation to upgrade a position to a higher classification level is not approved by the University, it shall provide the incumbent and the supervisor with a written statement of the reasons for its decision within twenty (20) working days.
- 23.16** The recommendations of a JCAC on the classification of a position or the decision of the University on the recommendation of a JCAC, shall be final and not be subject to internal appeal or review.
- 23.17** Any disputes arising in relation to the application of the procedural requirements of this clause shall be dealt with in accordance with Clause 53 – Dispute Settling Procedures

PART 5 HOURS OF WORK PROFESSIONAL/GENERAL STAFF AND ACADEMIC WORKLOAD ARRANGEMENTS

24. HOURS OF WORK PROFESSIONAL/GENERAL STAFF

Introduction

24.1 To accommodate increasing competition for students, declining government funding and continuing and rapid changes in communication and information technology, it is important that a degree of flexibility be available to the University to enable it to fulfil its objectives and strategic priorities as outlined in the *University Strategy to 2022* or its successor.

To meet these needs and to remain competitive with other providers of higher education both in Australia and overseas, the availability of the University's business and allied services in a number of sections will operate on a seven (7) day a week basis, subject to the conditions set out in this clause. An employee may be engaged as a five (5) day or seven (7) day shift worker or on a set roster to ensure that the operational needs of the University are met.

Professional/General Staff Workload

24.2 The following principles will apply to the allocation of work to professional/general staff employees:

- (i) the University will as far as possible ensure that no employee is assigned a workload which cannot reasonably be undertaken within the employee's ordinary hours of work and provide a balance between the employee's goals and aspirations and the goals, needs and commitments of their work unit;
- (ii) in accordance with sub-clause 28.3 of this Agreement, a supervisor may require an employee to work a reasonable amount of overtime;
- (iii) employee workloads will be managed in the context of the responsibilities within the relevant position description and the employee's level of appointment;
- (iv) in the first instance, concerns about workload or balance of duties undertaken should be raised by the employee/s with their supervisor, then the Head of their work unit. If an employee remains concerned about workload after raising the matter with the Head of their work unit, the employee may refer the matter to the Division of Human Resources (DHR) for review and mediation in a timely manner;
- (v) in reviewing workload, the supervisor and/or DHR will consider a range of relevant and available information impacting on the function/s required to be performed;
- (vi) if the matter remains unsolved after review by DHR, the employee may seek redress either under the Complaints Policy or Clause 53 - Dispute Resolution Procedures of this Agreement.

Ordinary Hours of Duty

24.3 The ordinary hours of work for all professional/general employees shall normally be one hundred and forty (140) hours per four (4) weeks (an average of thirty-five (35) per week). Provided that an employee whose hours of duty are not worked under the provisions of Clause 25 - Flexible Working Hours Scheme – of this Agreement shall be entitled to payment of overtime for all authorised work in excess of one hundred and forty (140) hours in an accounting period of four (4) weeks.

24.4 The Delegated Officer shall be responsible for the scheduling of the hours of duty for each employee in their Division or Faculty. In doing so, the following issues shall be taken into consideration:

- (i) the strategic priorities and operational needs of the Division/Faculty;
- (ii) the occupational health and safety responsibilities of the University and employee(s); and
- (iii) the circumstances of the employee(s), including family responsibilities.

24.5 An employee may be required by their supervisor to work their daily ordinary hours of duty on any five (5) days in a week, Monday to Sunday subject to sub-clause 24.6 hereof. Unless agreed otherwise between the employee and the Delegated Officer, an employee shall have two (2) consecutive days off work in any one (1) week.

24.6 Unless otherwise stated in this agreement, an employee, required to work any of their ordinary hours of duty on a Saturday, Sunday or Public Holiday shall be paid, in addition to their ordinary salary, a loading as follows:

- (i) 50% for all hours worked on a Saturday;
- (ii) 100% for all hours worked on a Sunday; and
- (iii) 150% for all hours worked on Public Holiday except where provided otherwise in this Agreement.

- 24.7** In the case of casual employees, the loadings in sub-clause 24.6 are in addition to the loading for casual employment.
- 24.8** An employee who is required to work their ordinary hours of duty on a Saturday and/or Sunday shall be given notice of not less than one (1) week of such a requirement. This requirement may be waived by agreement between the employee and the Delegated Officer.
- 24.9** In requiring attendance on a Public Holiday, the University shall make every endeavour to restrict such attendance to those employees who wish to work on such days.
- 24.10** The ordinary hours of duty for an employee shall not exceed ten (10) hours on any one (1) day.

Span of Ordinary Hours

- 24.11** The span of ordinary hours for professional/general employees shall normally be as follows:
- (i) For employees working under the provisions of the University's *Flexible Working Hours Scheme*, from 7:00am to 7:00pm;
 - (ii) For employees working under a set roster, from 6:00am to 10:00pm; and
 - (iii) For employees engaged on shift work, the hours worked between the starting and finishing times of the shift for which the employee is rostered.

Rostered Days Off

- 24.12** Employees engaged on shift work or a set roster are entitled to work to accumulate sufficient time to take at least one (1) working day off on full pay in each month. Time accrued towards Rostered Days Off (RDOs) is calculated at ordinary hours, except that additional time credits for work on Saturday, Sunday and Public Holidays, if not paid as a loading pursuant to sub-clause 24.6 shall be as follows:
- (i) 50% for all hours worked on a Saturday;
 - (ii) 100% for all hours worked on a Sunday;
 - (iii) 150% for all hours worked on a Public Holiday except where provided otherwise in this Agreement.

Altering Rosters

- 24.13** A roster may be altered by mutual consent at any time or by the University on notice of not less than one (1) week.

Split Shifts - Shift Work and Set Roster

- 24.14** The maximum time period between split shifts shall not exceed six (6) hours.

Meal Break - Other than Shift Work

- 24.15** An employee shall not be required to work for more than five (5) consecutive hours without a meal break. A meal break shall be for at least thirty (30) minutes but not more than one (1) hour. Time taken as a meal break shall be unpaid and shall not count as time worked.
- 24.16** An employee shall be entitled to a morning and afternoon tea break of not more than ten (10) minutes on any day, provided that such a break shall not interrupt or disrupt the service or operational needs of the section. A tea break for outdoor workers shall normally be taken in the nearest tearoom.

Meal Break - Shift Work

- 24.17** An employee employed on shift work shall not be required to work for more than five (5) consecutive hours without a meal break. Such a break shall be for a period of twenty (20) minutes and shall count as time worked and be paid at the appropriate rate.

25. FLEXIBLE WORKING HOURS SCHEME FOR PROFESSIONAL/GENERAL STAFF

- 25.1** The University has in place a policy titled *Flexible Working Hours Scheme*. The major purpose of the Scheme is to assist employees to balance their work and family responsibilities through the development of mutually beneficial working arrangements with their supervisor. The ordinary hours of work for employees working under this Scheme shall normally be set within the span of hours 7am to 7pm.

- 25.2** The Flexible Working Hours Scheme shall not apply to those employees:

- (i) engaged on shift work or a set roster;
- (ii) employed in a University Child Care Centre who are required to work their ordinary hours of duty within a specific span of hours to comply with licensing arrangements;
- (iii) appointed to a position at professional/general staff Level 9 and above; or
- (iv) who, because of operational requirements, have the times at which their ordinary hours of work are to be performed set by the Delegated Officer of their work unit.

- 25.3** In each accounting period of four (4) weeks, an employee may accumulate and carry forward a maximum of fourteen (14) hours to credit or fourteen (14) hours to debit. With the prior written approval of the supervisor, an employee may accumulate hours to credit in excess of fourteen (14) hours up to a maximum of thirty-five (35) hours. Any debits in excess of fourteen (14) hours at the end of each accounting period shall result in either a reduction in the employee's accrued annual leave or a salary reduction.
- 25.4** Accumulated hours to credit for ordinary hours of duty performed on a Saturday shall attract additional time credit of 50% for all such hours.
- 25.5** Accumulated hours to credit for ordinary hours of duty performed on a Sunday shall attract additional time credit of 75% for such hours.
- 25.6** Accumulated hours to credit shall be taken at a time convenient to both the employee and their supervisor.
- 25.7** Where an employee's accumulated credit hours reach thirty-five (35) and the employee is unable to take their credit hours, the accumulated credit hours will be paid out at the ordinary hourly rate.
- 25.8** Where an employee resigns or transfers to a position in a new work unit and the employee is unable to take their credit hours, the accumulated credit hours (approved in accordance with sub-clause 25.3) will be paid out at the ordinary rate applicable to the position the employee held on the day prior to exit or transfer.
- 25.9** Overtime worked pursuant to the overtime provisions set out in this Agreement shall not add to time credits accumulated under the Flexible Working Hours Scheme.
- 25.10** Where an employee works flexible working hours in a period that might otherwise attract a penalty rate or loading/allowance, the penalty or allowance provisions of this Agreement shall not apply.

26. PENALTY RATES

Shift Work

- 26.1** Employees engaged on shift work who are required to work on any of the shifts referred to below at (i) to (vi), shall be paid, in addition to ordinary salary, the relevant shift penalty for all hours worked Monday to Friday on the following shifts:
- (i) a 10% shift penalty applies to an "Early Morning Shift" where the ordinary hours of duty commence after 4.00am and before 6.00am;
 - (ii) no shift penalty applies to a "Day Shift" where the ordinary hours of duty commence not earlier than 6.00am and before 10.00am;
 - (iii) a 12.5% shift penalty applies to an "Early Afternoon Shift" where the ordinary hours of duty cease after 6.30pm and before 8.30pm;
 - (iv) a 15% shift penalty applies to an "Afternoon Shift" where the ordinary hours of duty cease between 8.30pm and midnight;
 - (v) a 17.5% shift penalty applies to a "Night Shift" where the ordinary hours of duty cease during the period after midnight and 8.00am; or
 - (vi) a 30% shift penalty applies to a "Permanent Night Shift" where night shifts are worked shifts that do not rotate or alternate with another shift so as to give the employee at least one third (1/3) of an employee's working time off night shift in each roster period.

Set Roster

- 26.2** Employees engaged on a set roster and who are required to commence work before 6.00am or to work after 7.00pm on any day, Monday to Friday, both days inclusive, shall be paid, in addition to ordinary salary, a penalty rate of 15% for all hours worked before 6.00am or after 7.00pm on any of those days.
- 26.3** The penalty rates specified in sub-clause 24.6 shall apply for all ordinary hours of duty worked on a Saturday, Sunday or Public Holiday, provided that such rates shall be in substitution for, and not cumulative upon, any shift penalty rate specified in sub-clause 26.1 hereof.
- 26.4** An amount paid pursuant to sub-clauses 26.2 and 26.3 shall not form any part of the calculation for or the payment of overtime.

27. ANNUALISED RATES

27.1 The University may implement annualised salary rates for part-year employees or for employees in positions which require irregular hours. The annualised salary will incorporate overtime and/or penalty rates previously paid for "out of hours" work.

27.2 Any incorporated amount which may be introduced pursuant to sub-clause 27.1 will be:

- (i) adjusted using the same calculation for changes in the base salary for the position;
- (ii) recognised for all paid leave, superannuation and termination purposes;
- (iii) paid as compensation for irregular hours and the exclusion of penalty payments in respect of interrupted meal breaks and failure to receive the recognised breaks between the work of successive days; and
- (iv) fixed as inclusive of overtime and/or penalty rates and all incidents of employment involving after hours duty other than accommodation and meal allowances.

27.3 The implementation of an annualised salary rate may only occur following consultation with the affected employee.

27.4 Annualised salary not to disadvantage employees

- (i) The annualised salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (ii) The annualised salary of the employee may be reviewed once a year, on request by either party to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annualised salary.

28. OVERTIME ARRANGEMENTS FOR PROFESSIONAL/GENERAL STAFF

28.1 The provisions of this clause shall apply only to members of the professional/general staff, including those engaged on shift work or a set roster, except where provided otherwise in this Agreement. The provisions of this clause shall not apply to academic staff of the University, nor to those employees who receive a salary which exceeds the maximum salary rate for Level 8 set out at Schedule II of this Agreement, except where provided for at sub-clause 28.24.

Definition

28.2 Overtime shall mean and refer to:

- (i) all ordinary hours of duty performed by an employee, other than those engaged on shift work, on any day, Monday to Sunday (both days inclusive), which exceed ten (10) ordinary hours;
- (ii) all authorised work by an employee on a day on which the employee is not required or rostered to work;
- (iii) all authorised work by an employee engaged on shift work in excess of their ordinary hours of work on any day; and
- (iv) all authorised work by an employee whose hours of duty are not worked under the provisions of the University's policy on Flexible Working Hours and which are in excess of the designated number of ordinary hours of work provided for in sub clause 24.3 of this Agreement.

General Conditions

28.3 A supervisor may require an employee to work a reasonable amount of overtime and the employee shall work in accordance with such requirement. In determining the amount of overtime to be worked by an employee, the supervisor shall make reasonable allowance for the family responsibilities of the employee.

28.4 Overtime shall not be payable for any period of work of less than one quarter (1/4) of an hour.

28.5 An employee, including those employed on shift work, required to work more than four (4) consecutive hours of overtime on any day, shall be entitled to a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.

28.6 A casual employee may be engaged to work up to ten (10) hours on any day before overtime is paid. In such circumstances, overtime shall be paid at the rate of double time.

28.7 Overtime shall be arranged wherever reasonably possible to ensure that an employee has not less than ten (10) consecutive hours off duty between the work of successive days.

28.8 Where the University requires casual work to be undertaken in a category of work that may be performed by a part-time employee, the University may offer such employment to the employee on a casual basis.

Payment of Overtime

28.9 Employees shall be paid overtime at the following rates and under the following conditions:

(i) **Payment at the Rate of Time-and-One-Half**

- (a) the first two (2) hours of overtime worked in excess of ordinary hours of duty on any day, other than on a Sunday or Public Holiday, by an employee whose hours of duty are not worked under the provisions of the University's policy on Flexible Working Hours; and
- (b) all overtime worked on a Saturday.

(ii) **Payment at the Rate of Double Time**

- (a) all authorised hours of duty worked by an employee in excess of ten (10) hours on any day on which the employee is required to work, excluding Public Holidays; and
- (b) all overtime worked by an employee referred to in sub-clause 28.9 (i) (a) in excess of the hours set out in that sub-clause; and
- (c) all overtime worked on a Sunday.

(iii) **Payment at the Rate of Double Time-and-One-Half**

All authorised work performed by an employee on a Public Holiday.

28.10 No minimum payment shall be made for any overtime worked that is continuous with ordinary hours of duty.

28.11 A minimum payment of three (3) hours shall be paid at the appropriate rates set out above in sub-clause 28.9 for those employees required to work overtime on a day on which the employee is not ordinarily required or rostered to work, except where provided otherwise in this Agreement.

On-Call and Call-Back

28.12 For the purposes of this sub-clause, the term "on-call" shall mean and refer to an employee who is required outside of their ordinary hours of duty to be on-call to attend to an emergency or breakdown on the premises of the University; or in the case of information technology employees, to answer and respond to telephone calls for support from authorised users and to take action as appropriate.

28.13 The times during which an employee is expected to be available for an on-call period shall be notified to the employee in advance. Such notice shall not normally be less than twenty-four (24) hours.

28.14 An employee shall be paid an allowance at a rate equivalent to 18% of their ordinary hourly rate of salary for all hours on which he or she is required to be on-call.

28.15 An employee who has left the premises of the University at the completion of their ordinary hours of duty and is required to return (call-back) shall be paid at the rate of double time for such attendance. Such time will be paid at a minimum of three (3) hours.

28.16 The provisions of sub-clause 28.15 shall not apply where a period of duty is continuous (subject to reasonable meal break) with the completion of ordinary working time or where it is customary for an employee to return to perform a specific job outside of ordinary hours of duty.

28.17 Where an employee who is on-call, is called back to attend the University's premises to carry out work, the employee shall be paid for such work at the rate of double time, provided that a minimum payment of two (2) hours shall apply to attend to such work.

28.18 Where an employee who is on-call, is required to carry out work and such work can be undertaken without the employee attending the University's premises (ie, carry out such work at their place of residence or other notified location), the employee shall be paid for such work at the rate of time and a half, provided that a minimum payment of one (1) hour shall apply to attend to such work.

28.19 An employee required to be on-call shall not be paid for those hours during an on-call period where he or she was not available or was unable to work due to illness or unforeseen circumstances.

Rest Periods after Call Back

28.20 Pursuant to the call-back arrangements in sub-clause 28.17, an employee shall, wherever reasonably possible, be given not less than ten (10) hours off duty before resuming their ordinary hours of duty on the day immediately following the completion of such work. An employee who is required to resume duty before having ten (10) hours off duty shall be paid at the rate of double time until such time as he or she is released from duty.

28.21 Following the completion of such work, the employee shall be entitled to be absent from duty until ten (10) consecutive hours off duty has lapsed and shall be paid ordinary salary for any normal hours of duty occurring

during such absence.

Time in Lieu of Overtime

28.22 By mutual agreement between the employee and the supervisor, time in lieu of overtime may be accumulated. Such time in lieu shall be calculated at the rate applicable to the overtime worked and will not normally exceed five (5) days in a calendar year.

28.23 Time in lieu of overtime shall be deemed to be taken in the order in which the overtime giving rise to its accumulation was worked. Any accrual outstanding after twelve (12) months shall be paid at the salary rate applicable at the time such overtime was worked.

Overtime Maximum

28.24 An employee whose classification level is above professional/general staff Level 8 shall not be entitled to the payment of overtime or the granting of time in lieu of overtime. Provided that the University may waive this requirement in special circumstances, in which case the payment of overtime shall be based on the salary rate applicable to professional/general staff Level 9, Step 1, as set out in Schedule II of this Agreement.

Meal Allowances

28.25 An employee who is required to work approved overtime shall be paid meal allowances in accordance with the following provisions:

- (i) an employee engaged as a seven (7) day shift work employee shall be paid a meal allowance when required to commence work at least four (4) hours before their usual starting time; or finish work at least four (4) hours after their usual finishing time; and
- (ii) all other employees, with the exception of academic staff, shall be paid for breakfast when required to commence work before 6.00am and being at least one (1) hour before their usual starting time and for an evening meal when required to work beyond 7.00pm and not paid a loading in accordance with sub-clause 26.2.

28.26 Where an employee is provided by the University with a meal for the purposes of this sub-clause, the allowance to be paid to the employee shall be the charge, if any, made to the employee by the University for the meal.

28.27 A meal allowance shall not be payable where overtime is paid to an employee for the time taken for a meal break.

29. HIGHER DUTIES ALLOWANCE

29.1 A higher duties allowance (HDA) will be paid when an employee is authorised to act in a higher level position in circumstances that include, but are not limited to:

- (i) the absence of the incumbent of a position on leave or secondment;
- (ii) to undertake a project with responsibilities at a higher level than the employee's ordinary work;
- (iii) pending recruitment after the resignation of an employee or to a newly established position; or
- (iv) pending structural change.

29.2 An employee who is authorised to act in a higher level position and who performs satisfactorily the whole of the duties and responsibilities of such a position shall be paid an allowance for the period served. Payment shall be made at the rate of the difference between the employee's ordinary salary and the minimum salary for the higher level position, provided that:

- (i) where all other conditions have been fulfilled, but the employee does not perform the whole of the duties and responsibilities of the higher level position, the amount of the allowance, shall be determined by the supervisor and advised in writing to the employee;
- (ii) periods of relief of less than five (5) consecutive working days shall not be taken into account;
- (iii) an allowance shall not be payable where a period of leave of absence taken by an employee acting in a higher level position exceeds five (5) consecutive working days; and
- (iv) an employee acting in a higher level position shall not be paid an allowance that, together with salary, would exceed the amount he or she would have been eligible to receive if appointed to such position.

30. ACADEMIC WORKLOAD ARRANGEMENTS

Introduction

30.1 Through the provisions of this clause, the University is seeking both to fulfil its academic mission and to assist its academic staff to achieve their career goals and aspirations, taking into account the strategic priorities that apply to the University from time to time.

Principles

30.2 The objective of this clause is to ensure that workloads are equitable, transparent and manageable.

30.3 The University will not ask an employee to work excessive hours. It is the responsibility of the University's supervisors to ensure that an employee is not working excessive hours and is not working in excess of any hours of work or limits prescribed by this Agreement.

30.4 Workloads will be determined on a fair, transparent and consultative basis taking into consideration:

- (i) the employee's level of appointment and time fraction;
- (ii) the needs of early career academic staff; and
- (iii) the importance of maintaining an appropriate balance between work and family life.

30.5 The supervisor of the academic employee will be responsible for approving the workload allocation after consideration of the views of the employee and the requirements of this clause.

Nature of Academic Work

30.6 Academic work consists of three (3) major components:

- (i) teaching and teaching related activities (including scholarship of teaching and learning);
- (ii) research and/or creative and/or professional activity; and
- (iii) contributions to academic administration and management, leadership both internal and external to the University, professionally related engagement within the professions/disciplines and the community.

30.7 All academic employees are entitled to and will be allocated an appropriate mix of the activities outlined in 30.6 above.

30.8 Academic staff normally will be classified with a function of "teaching and research" or "teaching and professional" or "teaching focussed" staff.

30.9 Upon application and with the approval of their supervisor, an employee is entitled to move between the three (3) work functions in 30.8 above. The application normally will be submitted for approval six (6) months prior to the proposed change in function, and will include details of the rationale for the change, the duration of the change and the expected outcomes during the nominated period. Unless otherwise approved, the period of a change in function normally will be a period of two (2) years. At the expiration of the approved period, the employee will return to their previous work function. This return to their previous work function can be modified by the mutual agreement of the employee and the supervisor, normally with a period of six (6) months' notice. A reasonable notice period will be allowed prior to any discussion relating to movement between work functions, and an employee may have a support person in attendance at such a meeting.

Workload Distribution

30.10 The allocation of work for teaching and research academic staff will be in the ratio of:

- (i) teaching and teaching related activities (including scholarship of teaching and learning) - a maximum of 60% (that is, one thousand and thirty five hours (1035) hours per annum, with teaching limited to no more than two (2) sessions per year), unless otherwise agreed by the employee;
- (ii) research and/or creative activity - a minimum of 30%; and
- (iii) contributions to academic administration and management/leadership both internal and external to the University, professionally related engagement within the professions/disciplines and the community - a minimum of 10%.

30.11 With the approval of the supervisor of the employee, work associated with the completion of a research higher degree that is a requirement of their professional development (see Schedule IV) will be allocated 30% of the employee's total workload for research and/or creative activity, provided that:

- (i) the research higher degree aligns with the University's Research Narrative;
- (ii) the employee complies with the University's "Academic Staff Higher Degree by Research Workload Support Scheme – Guidelines"; and
- (iii) the employee provides an annual statement from their research higher degree supervisor which

- (iv) certifies that demonstrable and satisfactory progress is being made on the research higher degree. there is sufficient work required for completion of the research higher degree to justify the allocation. If the degree is completed during the year, this allocation shall be scaled pro rata with the remaining allocation going to general research.
- 30.12** For the purposes of sub-clause 30.11 where an employee commenced their research higher degree, prior to the introduction of the University Research Narrative, and had a research allocation, they shall be deemed to satisfy sub-clause 30.11(i).
- 30.13** The allocation of work for teaching and professional academic staff will be in the ratio of:
- (i) teaching and teaching related activities (including scholarship of teaching and learning) – a maximum of 60% (that is, one thousand and thirty five hours (1035) hours per calendar year, with teaching limited to no more than two (2) sessions per year), unless otherwise agreed by the employee;
 - (ii) professional activity - a minimum of 30%; and
 - (iii) contributions to academic administration and management/leadership, professionally related engagement within the professions/disciplines and the community - a minimum of 10%.
- 30.14** The allocation for teaching focused staff will be in the ratio of:
- (i) teaching and teaching related activities (including scholarship of teaching and learning) – a maximum of 80% (that is, one thousand three hundred and eighty (1380) hours per calendar year) which may be spread over three (3) sessions per year; and
 - (ii) contributions to academic administration and management/leadership, both internal and external to the University, professional related engagement within the profession/disciplines and the community– a minimum of 20%. In this category of work function it is expected that teaching focused staff will be given time to keep up to date with relevant developments in their discipline.
- 30.15** Teaching focussed staff are not required to undertake research activities and produce research outcomes.
- 30.16** The University will ensure that the number of teaching focused academic staff will be limited to 15% of the total equivalent academic full time staff of the University, by the end of this Agreement, unless otherwise agreed by the parties to this Agreement. The University will report the percentages of Teaching Focused roles to each meeting of the ECC.

This sub-clause does not include appointments to positions of Scholarly Teaching Fellows and to the School of Policing Studies.

School of Policing Studies

- 30.17** In relation to the School of Policing Studies, the number of teaching focused academic staff will not be limited.

Research Provisions

- 30.18** The University commits to developing a definition of “research active” for the purpose of determining staff research active status by no later than June 2019. The definition will take into account sector benchmarks including percentages allocated to research, fair recognition of staff contributions to publications or research teams and other relevant considerations. The definition will be developed through consultation with the relevant stakeholders including the NTEU.
- 30.19** The University will continue to provide research support that may include advice and mentoring especially for junior academic employees, time and funding to attend suitable conferences (where budgets permit), utilising research teams, configuring teaching and other work duties to allow a reasonable period of research time and other appropriate support. Discussion around research support will be part of the EDRS process (see Schedule IV 4.5).
- 30.20** Where a staff member does not receive the support that was previously agreed/developed in their research plan through the EDRS process, this will be taken into account when evaluating their research performance.

Workload Allocation Policy

- 30.21** Each School must review and develop a Workload Allocation Policy that complies with the provisions of this Agreement, at the end of each year for application in the following calendar year.
- 30.22** Heads of School or equivalent shall be responsible for the collegial development of the Workload Allocation Policy, which will include the time costing of core aspects of teaching and teaching related duties relevant to the individual school and discipline circumstances. The development and review of the policy will allow sufficient time for consultation with all academic staff in the academic unit, through a formal school-wide collegial process, such as a dedicated school meeting. The policy must be developed in a timely fashion, be in writing and consistent with the principles and limits outlined throughout this clause. The Head of School or equivalent will approve the workload policy of the School.

- 30.23** For the purpose of this clause, teaching and related duties will include, but will not be limited to:
- (i) Preparation of teaching materials for all modes of delivery;
 - (ii) Subject development and revision, including online, off-campus and offshore learning materials;
 - (iii) Delivery of lectures, tutorials, seminars, studio sessions, laboratory classes, workplace learning activities, practicums and clinical education;
 - (iv) Delivery of all forms of synchronous and asynchronous online learning;
 - (v) Delivery of off-campus, off-shore and online education;
 - (vi) Travel associated with international teaching (up to a maximum of seven and one half (7.5) hours per day);
 - (vii) Subject coordination and convening;
 - (viii) Supervision of teaching staff, including casual and sessional staff;
 - (ix) Supervision of honors and postgraduate research and other projects;
 - (x) Supervision of undergraduate students undertaking research projects, clinical instruction and workplace learning activities;
 - (xi) All aspects of student assessment, including preparing, marking, moderating, and providing feedback on student assessment tasks, and all administrative aspects of marking, recording and finalising student grades;
 - (xii) Student consultation;
 - (xiii) Travel between campuses or to remote locations for the purposes of teaching related duties;
 - (xiv) Teaching-related professional development to satisfy probation requirements;
 - (xv) Any other teaching-related administration work.
- 30.24** Online education is required to be included in all School workload policies and workload calculation tools. Where the nature and range of activities undertaken differ then allocated hours will differ. This differentiation is to be applied to both on campus and online teaching. Equivalence is to be maintained in that the same activity is allocated the same hours regardless of mode. For example and clarification purposes, preparation and delivery of a lecture online receives the same allocation as preparation and delivery of a face to face lecture.
- 30.25** Casual academic staff who participate in the determination of the Workload Allocation Policy relating to casuals will be remunerated for their time preparing for and discussing the development of the policy.
- 30.26** In determining the Workload Allocation Policy and the actual allocation of academic workloads, the following will be taken into consideration (where relevant):
- (i) modes and hours of delivery;
 - (ii) the level of courses in which the employee teaches;
 - (iii) preparation and curriculum development;
 - (iv) supervision of staff and students;
 - (v) research, scholarship, creative production;
 - (vi) the predicted number of students to be taught by the academic;
 - (vii) staff development requirements;
 - (viii) field work supervision;
 - (ix) internal and external professional work;
 - (x) administration, including participation on committees;
 - (xi) overseas teaching and international commitments;
 - (xii) intercampus and other University related travel;
 - (xiii) University and community service;
 - (xiv) reasonable accommodation of carers' responsibilities;
 - (xv) reasonable accommodation of a disability;
 - (xvi) family and personal circumstances; and
 - (xvii) the taking of leave entitlements

Individual Workload Allocation

- 30.27** Each employee's workload will be established in accordance with the provisions of this clause and the relevant School Workload Allocation Policy. An employee's workload allocation shall be in the form of a written workload allocation which will be determined through consultation between the employee and their supervisor at their performance development/management or probation meeting or at another suitable time. Once determined this workload allocation shall only be changed by mutual agreement between the employee and their supervisor.
- 30.28** All Schools' Workload Policies and allocation/calculation data, and changes in these allocations, will be published on the shared (S) drive or equivalent and accessible to all staff within the School and to the Executive Dean and the Division of Human Resources. Workloads will be reviewed each teaching session

after the HECS census date.

30.29 No employee will be required to:

- (i) take on the delivery of teaching beyond the limits contained in the Workload Allocation Policy;
- (ii) commence teaching within twelve (12) hours of the conclusion of teaching, or other allocated duties, conducted on the previous day;
- (iii) teach on weekends or Public Holidays, except occasionally in intensive teaching periods such as residential schools, weekend schools and field excursions; or
- (iv) teach overseas unless international travel is a specific requirement in their contract of employment.
- (v) teach more than two (2) consecutive sessions, with the exception of teaching focussed staff, employees in the School of Policing, and scholarly teaching fellows.

30.30 Employees are entitled to a review of their workload allocation by the Executive Dean if they believe that their allocated workload is inconsistent with the provisions of this clause and the Workload Allocation Policy. If the review does not resolve the employee's concerns the matter may be referred to Clause 53 – Disputes Settling Procedures of this Agreement.

30.31 Where unforeseen circumstances affect an employee's workload, their supervisor will take steps to ensure that the agreed annual teaching load is not exceeded.

Workload Committee

30.32 The parties agree that, the University and the NTEU shall form a Workload Committee for the purposes of overseeing and supporting the implementation and monitoring of this clause. The membership of the committee will be four (4) nominees of the University, comprising of the Deputy Vice-Chancellor (Academic) or nominee and an academic representative from each of the three Faculties and three (3) employees nominated by the NTEU.

30.33 The role of the Committee is to:

- (i) receive and review each academic unit's Workload Allocation Policy each year to ensure that the provisions of this clause are observed;
- (ii) monitor the academic workload processes in the context of overall quality assurance;
- (iii) monitor the occupational health and safety implications of each workload policy;
- (iv) research, review and promulgate workload management best practice;
- (v) advise on the development of workload management policy and guidelines when requested; and
- (vi) discuss the impact of the introduction of new teaching technologies.

30.34 The Workload Committee shall meet at least three (3) times each year.

30.35 Where the committee determines that the Workload Allocation Policy does not meet the requirements of this clause, the Workload Allocation Policy will be referred back to the Head of School or equivalent for further development.

Scholarly Teaching Fellows

30.36 Scholarly Teaching Fellow (STF) means an academic employee who is engaged principally in teaching delivery and teaching-related duties and is drawn from an applicant pool of casual and fixed term employees with at least twelve (12) months' academic employment in total in Australian universities within the last three (3) years, and who has never held an ongoing position at an Australian university.

30.37 This Agreement provides for the maintenance of a Scholarly Teaching Fellow (STF) Scheme, primarily to perform work that was previously undertaken by casual academic employees.

30.38 The University will create, advertise and use its best endeavours to fill fifteen (15) STF's. The University may give preference to internal applicants when seeking to fill STF positions. STF's may be used as a conversion option for casual Academic employees.

30.39 Appointees to STF positions will:

- (i) be appointed on the basis of merit;
- (ii) be appointed at Level A or Level B at an entry point relevant to their qualifications and their experience;
- (iii) be on a continuing or fixed term basis;
- (iv) be appointed to any campus on a full time or part time basis;
- (v) be teaching focused appointments, with workload allocated in accordance with the provisions of sub-clauses 30.14 and 30.15 of this Agreement.

30.40 Six (6) months prior to the end of a STF's third year of appointment, an evaluation process will be undertaken with the supervisor to identify the career path for the STF to either a teaching and research role, a teaching and professional role or to progress further with the teaching focused career path. The evaluation process will include a discussion of opportunities for promotion of a Level A STF to a Level B appointment if a teaching focused or teaching and research role is identified.

PART 6 SEPARATION OF EMPLOYMENT ARRANGEMENTS

31. PERIOD OF NOTICE

- 31.1** Academic staff shall be required to give written notice of not less than three (3) months of resignation, with the effective date of a resignation normally to take effect at the end of a teaching session.
- 31.2** Professional/general staff shall be required to give written notice of not less than two (2) weeks of resignation.
- 31.3** By agreement between an employee and the University, a period of notice less than that prescribed in this clause may be accepted.
- 31.4** The University may effect payment to an employee of salary in lieu of all, or part of, the period of notice prescribed in this clause. When this occurs, the employee's entitlements to annual leave, long service leave, annual leave loading and superannuation shall be calculated up to and including the date when the period of notice would have normally expired.
- 31.5** Where the employment of an employee is terminated by the University, the employee shall be given written notice of not less than that prescribed in sub-clauses 31.1, or 31.2, except where the termination is the result of serious misconduct, or abandonment of employment.
- 31.6** The payment of salary in lieu of notice referred to in sub-clause 31.4 shall be based on the employee's rate of salary as at the date upon which payment of salary in lieu of notice was formally authorised by the University.

32. VOLUNTARY SEPARATION

Nothing in this Agreement shall prevent the University from entering into an agreement of voluntary separation with an employee on terms mutually agreeable.

33. REDUNDANCY AND RETRENCHMENT PROVISIONS

- 33.1** As soon as possible after an employee is identified as being a displaced employee, the University shall invite the displaced employee to elect, within ten (10) working days, whether he or she wishes to be considered for redeployment within the University or to be retrenched.
- 33.2** Where an employee elects to be considered for redeployment the University shall take all reasonable steps, during a period of sixteen (16) weeks commencing from the date when the notice of election is received, to identify a position or positions within the University to which the displaced employee may be redeployed. This will include alerting displaced employees to all possible redeployment opportunities; and giving priority consideration to the placement of displaced employees where a vacancy exists, with possible additional training as necessary to satisfy the essential criteria for the position. A displaced employee may be transferred to a vacant position at the same level as the position they formerly occupied without a selection process.
- 33.3** During the period referred to in sub-clause 33.2 the displaced employee shall be provided with work in either their present workplace or some other work unit at their current location and will undertake such training agreed by the employee and the University as likely to assist in redeployment.
- 33.4** A displaced employee who has elected to be considered for redeployment shall not refuse a reasonable offer of redeployment or training.
- 33.5** A displaced employee who is redeployed to a position classified at a level lower than that of the position previously occupied shall be paid salary maintenance for six (6) months from the date when redeployment takes effect.
- 33.6** Where the redeployment of an employee involves a geographical relocation to another campus, the University shall reimburse the employee for all reasonable relocation expenses.
- 33.7** A displaced employee who elects to be considered for redeployment but for whom a position has not been identified within the period referred to in sub-clause 33.2 shall be retrenched.
- 33.8** During the period referred to in sub-clause 33.2, a displaced employee may be provided with:
- (i) out-placement counselling and support service; and
 - (ii) up to an aggregate of five (5) days' time-off without loss of pay to investigate the prospect of other employment or to attend interviews with a view of obtaining other employment.
- 33.9** An employee who is retrenched will be entitled to a severance payment and notice as follows:
- (i) sixteen (16) weeks' notice or payment in lieu of all or part of this notice period;
 - (ii) a severance payment calculated on the basis of three (3) weeks' pay per completed year of continuous service. This payment will be based on an employees' average service fraction.
- 33.10** The maximum salary payment pursuant to sub-clause 33.9 shall be sixty (60) weeks.
- 33.11** Where an employee elects, within five (5) working days of being advised of displacement, not to pursue redeployment but rather to seek immediate retrenchment they will be entitled to an additional eight (8) weeks'

notice or payment in lieu of all or part of this notice period,

33.12 An employee to whom this clause applies, may seek the advice and assistance of their nominated employee representative or their union at any time during the period of operation of this clause should they so choose.

33.13 In the event that an employee receives a redundancy/severance payment, the employee will not be eligible for re-employment on a casual, fixed-term or continuing basis for a period equivalent to that of the redundancy/severance payment. An exception may be made if the employee repays to the University an amount equivalent to the pro-rata gross redundancy/severance payment.

34. ABANDONMENT OF EMPLOYMENT

34.1 Where an employee is absent from duty for a continuous period of five (5) working days without advice to the supervisor or the approval of the University, or without apparent good cause, the University will make all reasonable attempts to contact the employee. If necessary, this will include sending a registered letter to the employee's last known address asking for the employee's reasons for the unauthorised absence from duty.

34.2 The University may send a registered letter to the employee's last known address before the expiration of the five (5) days of the initial unauthorised absence if the University suspects the employee has abandoned their employment.

34.3 If there is no response to the University's letter within five (5) working days, the employee will be suspended without pay. This will take effect from the close of business on the last day the employee actually attended work or was on approved leave or was absent on duty.

34.4 If the employee does not establish to the satisfaction of the Vice-Chancellor that the employee was absent for reasonable cause or if the employee did not respond within ten (10) working days, the Vice-Chancellor may terminate the employment and notify the employee in writing of his or her decision. The letter of notification shall be forwarded to the employee's last known residential or postal address.

34.5 All actions of the University under this clause shall be final and not subject to internal appeal or review, except that 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.

35. TERMINATION OF EMPLOYMENT DUE TO ILLNESS OR INCAPACITY

35.1 The University may require any employee whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a registered medical practitioner approved by the University. All costs associated with the medical examination shall be paid by the University. The University shall provide an employee with written notice of not less than four (4) weeks, unless otherwise agreed, that a medical examination is required.

35.2 Where prior to the expiry of the notice period referred to in sub-clause 35.1, an employee notifies the University of their election to apply to their superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination pursuant to sub-clause 35.1 shall lapse forthwith and, subject to sub-clause 35.3, no further action shall be taken by the University pursuant to sub-clause 35.1 hereof.

35.3 Where the superannuation fund rejects an application notified to the University under sub-clause 35.2, or where following a period of receipt of a temporary disability benefit, the superannuation fund decides that an employee is capable of returning to work and the University elects to dispute this decision, the University may proceed in accordance with sub-clause 35.1 without further recourse to the provisions of sub-clause 35.2 hereof.

35.4 A copy of the medical report made by the registered medical practitioner pursuant to sub-clause 35.1 shall be made available to both the University and the employee.

35.5 Where the medical examination reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may terminate the employment of the employee. In these circumstances, the employee shall be given written notice of not less than six (6) months of the date of termination. The University may make payment of salary in lieu of all or part of the period of such notice.

35.6 As an alternative to the action that may be taken by the University pursuant to sub-clause 35.1, and with the consent of the employee, the University may transfer the employee to some other suitable position within the University with salary and other conditions of employment appropriate to that position. A transfer shall only occur where the state of health of the employee is not likely to be adversely affected by such a transfer.

35.7 The University may construe a failure by an employee to undergo a medical examination in accordance with these procedures within four (4) weeks of a written notification to do so as reasonable evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within twelve (12) months and may act accordingly.

PART 7 DISCIPLINARY PROCEDURES

36. GENERAL

- 36.1** The University is committed to ensuring due process with respect to all decisions made on the taking of disciplinary action against any of its employees.
- 36.2** All decisions to terminate the employment of an employee shall be taken only by the Vice-Chancellor and in accordance with the provisions of this Part of the Agreement.
- 36.3** Where the Vice-Chancellor has formed the view that disciplinary action against an employee may be taken, the Vice-Chancellor shall, before deciding upon the form of disciplinary action, extend an opportunity to the affected employee to advise him or her of all matters on which the employee may seek to rely as mitigating circumstances.
- 36.4** All actions of the Vice-Chancellor under this Part of the Agreement shall be final and not subject to appeal or review, provided that 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.
- 36.5** Should they so choose, an employee whose conduct is subject to the provisions of this Part of the Agreement, may seek the advice and assistance of their nominated employee representative or their union at any time during the period of operation of this Part.

37. UNSATISFACTORY PERFORMANCE

- 37.1** Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor will:
- (i) arrange a meeting, with notice of at least two (2) working days, to discuss the employee's performance;
 - (ii) advise the employee in writing of the reason for the meeting and who will be attending; and
 - (iii) advise the employee that they may bring a support person to the meeting.

A representative from the Division of Human Resources may be in attendance if requested.

- 37.2** Following a meeting conducted pursuant to sub-clause 37.1, the supervisor will develop a document that:

- (i) outlines the specific aspects of the employee's performance deemed to be unsatisfactory;
- (ii) outlines the nature of the improvements required of the employee;
- (iii) outlines the support that will be provided; and
- (iv) specifies a reasonable period within which these improvements are expected.

Prior to initiating such a document, the supervisor will consult with their Executive Director/Executive Dean (or equivalent) concerning the details set out in the document.

- 37.3** The supervisor shall meet with the employee to provide him or her with a copy of the document and to explain the details set out in the document.
- 37.4** At the conclusion of the specified review period, the supervisor will meet with the employee and review their performance having regard to the details set out in the document.
- 37.5** Where, following a review pursuant to sub-clause 37.4, the performance of the employee is deemed by the supervisor to meet the level required, no further action is required.
- 37.6** Where, following a review pursuant to sub-clause 37.4, the performance of the employee is deemed by the supervisor not to have improved to the level required:
- (i) the supervisor will provide a report to the employee outlining the continuing deficiencies identified in their performance;
 - (ii) the employee will be given ten (10) working days to submit to the supervisor a written response to the report; and
 - (iii) the supervisor will advise their Executive Director/Executive Dean (or equivalent) and the Executive Director, Human Resources of the administrative action taken pursuant to this sub-clause.
- 37.7** Having received and considered the response from the employee made pursuant to sub-clause 37.6 (ii), the supervisor shall advise the employee:
- (i) to continue undertaking some or all of the actions set out in the document for a further specified period;
 - (ii) that their performance is such that no further action is required; or
 - (iii) that action is to proceed in accordance with this clause.

- 37.8** Where the supervisor advises the employee that action is to proceed pursuant to sub-clause 37.7 (iii), the supervisor will provide a copy of the report to the employee at the time of submitting the report to the Executive Director/Executive Dean (or equivalent). The Executive Director/Executive Dean (or equivalent) will normally consult with the supervisor, the employee and with any other appropriate employees, before endorsing the report.
- 37.9** Where the report is endorsed, the Executive Director/Executive Dean (or equivalent) shall refer the report via the Executive Director, Human Resources to the Vice-Chancellor. The report will clearly state the specific deficiencies identified in the employee's performance and the record of attempts to remedy those deficiencies.

Subsequent Action by the Vice-Chancellor

- 37.10** In giving consideration to the report from the supervisor, as endorsed by the Executive Director/Executive Dean (or equivalent), and the employee's response provided pursuant to sub-clause 37.6 (ii), the Vice-Chancellor shall first be satisfied that:
- (i) appropriate steps were taken by the supervisor to draw the attention of the employee to the deficiencies identified in their performance;
 - (ii) the nature of the improvements required of the employee were fair and reasonable;
 - (iii) a reasonable period of time was afforded to the employee to remedy the deficiencies identified in their performance; and
 - (iv) adequate opportunity was given to the employee to respond to the supervisor's report.
- 37.11** If satisfied in relation to each of the matters set out in sub-clause 37.10, the Vice-Chancellor shall advise the supervisor and the employee in writing that:
- (i) no further action is to be taken; or
 - (ii) disciplinary action pursuant to sub-clause 37.13 is to be taken.
- 37.12** If not satisfied in relation to one or more of the matters set out in sub-clause 37.10, the Vice-Chancellor shall refer the matter back to the supervisor with such direction as may be appropriate and shall advise the employee in writing accordingly.
- 37.13** Disciplinary action may include one of the following actions:
- (i) counselling;
 - (ii) formal censure;
 - (iii) withholding of a salary step;
 - (iv) demotion by one or more salary steps;
 - (v) demotion by one or more classification levels; or
 - (vi) termination of employment.
- 37.14** Where the Vice-Chancellor decides to terminate the employment of the employee, the employee shall be given written notice as provided for at sub-clauses 31.1 and 31.2 of this Agreement. The University may effect payment of salary in lieu of all or part of the period of notice.
- 37.15** Nothing in this clause shall prevent the Vice-Chancellor on his or her own motion from referring a question of possible unsatisfactory performance to a supervisor, through the Executive Director/Executive Dean (or equivalent), for appropriate action.
- 38. MISCONDUCT/SERIOUS MISCONDUCT**
- 38.1** An allegation of misconduct should normally be resolved through conciliation or mediation between the employee against whom the allegation has been made, and his or her supervisor.
- 38.2** Where it is not appropriate for an allegation of misconduct to be resolved pursuant to sub-clause 38.1, or where an allegation has not been resolved pursuant to that sub-clause, the supervisor of the employee against whom the allegation has been made shall provide a report to the Vice-Chancellor.
- 38.3** All allegations of serious misconduct shall be reported to the Vice-Chancellor.
- 38.4** Where the Vice-Chancellor believes that, following consideration of a report made pursuant to either sub-clause 38.2 or 38.3, an allegation(s) warrants further investigation, the Vice-Chancellor shall:
- (i) notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond to them; and
 - (ii) require the employee to submit a written response within ten (10) working days.
- 38.5** The Vice-Chancellor may suspend an employee with or without pay pending completion of an investigation into possible misconduct/serious misconduct by an employee. The employee may be given approval to draw

on any annual or long service leave credits for the duration of a suspension without pay, unless the allegation of misconduct/serious misconduct relates to the misappropriation of University funds or assets. The Vice-Chancellor may at any time lift the suspension without pay on the grounds of financial hardship.

- 38.6** Suspension without pay will only occur if the allegations are sufficiently serious that summary dismissal would otherwise apply, or there is a possibility of serious or imminent risk to another person or to the University's property.
- 38.7** Where suspension without pay has been imposed, and the matter is subsequently referred to a formal review pursuant to sub-clause 38.11, the Vice-Chancellor shall ensure that the investigator or committee determines at its first meeting whether suspension without pay should continue
- 38.8** Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income shall be reimbursed if there was no serious misconduct or if the Vice-Chancellor so decides.
- 38.9** Following consideration of an employee's written response to the allegations made against him or her, the Vice-Chancellor shall advise the employee in writing of his or her decision with respect to further pursuing disciplinary action.
- 38.10** Where an employee fails to provide a response to an allegation made against them, or admits to an allegation in full, and the Vice-Chancellor has reasonable grounds to believe that the employee's conduct constitutes misconduct or serious misconduct, the Vice-Chancellor may take disciplinary action in accordance with sub-clause 39.2 of this Agreement.
- 38.11** If an allegation is denied in part or in full, the Vice-Chancellor shall institute a formal inquiry pursuant to sub-clauses 38.12 to 38.16 below, unless the Vice-Chancellor decides to take no further action or to counsel or censure the employee for unsatisfactory behaviour and take no further action.
- 38.12** Where a matter is referred to a formal review pursuant to sub-clause 38.11, the Vice-Chancellor shall appoint an independent investigator to conduct the inquiry.
- 38.13** In cases of academic serious misconduct, the affected employee or the Vice-Chancellor may choose at the time that the allegations are responded to, to establish a Review Committee to substitute for the single investigator. Where such a committee is established, it will comprise the following membership:
- (i) an independent Chairperson selected by the Vice-Chancellor from a list of chairs agreed between the parties to the Agreement;
 - (ii) one (1) person from within the University, selected by the Vice-Chancellor; and
 - (iii) one (1) person from within the University, selected by the Branch President of the relevant union for Charles Sturt University.
- 38.14** The terms of reference of the independent investigator are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- 38.15** The investigator shall not include in the report any course of action which the Vice-Chancellor may consider or follow in relation to the allegations referred to the investigator pursuant to sub-clause 38.11, or record any findings or decisions where those allegations constitute misconduct or serious misconduct.
- 38.16** In conducting a formal review, the investigator/committee shall:
- (i) provide an opportunity for the employee to be interviewed and to ensure that he or she has adequate opportunity to answer any findings, allegations, statements or submissions. The investigator/committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
 - (ii) interview any person it thinks fit to establish the facts of the particular case;
 - (iii) conduct all interviews in the presence of the employee or the employee's advocate and the Vice-Chancellor and his or her advocate;
 - (iv) conduct proceedings in camera (unless otherwise agreed by the employee and the Vice-Chancellor);
 - (v) take into account such further material as it believes appropriate to the case;
 - (vi) ensure that the employee and his or her advocate and the Vice-Chancellor and his or her advocate have the right to ask questions of interviewees, and make submissions. They shall have the right to present and challenge evidence;
 - (vii) keep a record of proceedings; and
 - (viii) provide a report, together with a record of proceedings, to the Vice-Chancellor and the employee within ten (10) working days of completion of the proceedings.

39. SUBSEQUENT ACTION BY VICE-CHANCELLOR

- 39.1** On receipt of the report pursuant to sub-clause 38.16 (viii), the Vice-Chancellor shall give consideration to the findings on the facts related to the alleged misconduct or serious misconduct and advise the employee in writing of his or her decision with respect to further pursuing disciplinary action.
- 39.2** Where the Vice-Chancellor is of the view that the conduct or behaviour of the employee does constitute misconduct, the Vice-Chancellor may take disciplinary action which may include; counselling; formal censure; withholding of a salary step; demotion by one (1) or more salary steps; demotion by one (1) or more classification levels; and in the case of serious misconduct, termination of employment.
- 39.3** This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an employee, or former employee, when required in the public interest (e.g. inquiring into the truth of research results).

PART 8 EMPLOYEE DEVELOPMENT AND PERFORMANCE

40 EMPLOYEE DEVELOPMENT

- 40.1** The University will continue to provide professional/general staff and academic staff with access to employee development programs to enhance their professional development and performance, and to assist them to achieve their career aspirations. Such programs are funded both centrally and from organisational units across the University and both professional/general and academic staff may apply for access to such funding opportunities.
- 40.2** In developing its employee development programs, the University will ensure that such programs are compatible with the Equal Opportunity Policy.
- 40.3** All new members of the academic staff shall be required to attend appropriate professional development activities conducted by the University on the expectations, roles and responsibilities of academic practice.
- 40.4** Academic staff of the University are eligible to apply for Special Studies Program (SSP) in accordance with the SSP Policy. Applications will be considered and granted on merit. The University may provide funds to replace the employee whilst they are on SSP.
- 40.5** Academic casual employees accessing approved professional development or disciplinary currency time shall be paid at the "Other Academic Activity" rate for each hour.
- 40.6** The University will provide access to programs to supporting career development for professional/general staff. Applications will be considered and granted on merit for careers within the University. This fund may also be accessed to support employees affected by Clause 33 - Redundancy and Retrenchment Provisions of this Agreement, or to cover significant absences of employees undertaking professional development opportunities.
- 40.7** Professional/general casual employees accessing approved professional development time will be paid the hourly casual salary rate appropriate to their classification in accordance with Schedule II Part B of this Agreement.

41. EMPLOYEE DEVELOPMENT AND REVIEW SCHEME

The University's Employee Development and Review Scheme is set out in Schedule IV of this Agreement.

PART 9 LEAVE ARRANGEMENTS AND WORK LIFE BALANCE

42. ABSENCE FROM DUTY

- 42.1** An employee shall be in attendance on duty as required by the University pursuant to the provisions of this Agreement in order to maintain the efficient working and operational needs of the University.
- 42.2** An employee shall not be absent from duty unless reasonable cause can be shown. Where an employee is prevented by illness or other emergency from attending duty, the employee (or person acting on their behalf) shall contact their supervisor as soon as practicable and furnish an explanation for their absence.
- 42.3** Where an employee is absent from duty without approval and fails to furnish a satisfactory explanation for such absence within a reasonable period, which would not normally exceed a period of five (5) working days after the commencement of such absence, the University may approve a salary deduction for the duration of the unapproved absence.
- 42.4** Apart from absence caused by sudden illness or other emergency, an employee shall obtain the prior approval of their supervisor before proceeding on leave.
- 42.5** For all leave types described in this Part, further explanatory information and details on how to apply for the leave can be found in the *CSU Leave Manual*.

43. PERSONAL LEAVE

- 43.1** All full-time employees shall be entitled to fifteen (15) working days of paid personal leave from January each year. The unused component of annual personal leave entitlement shall be fully cumulative.
- 43.2** Employees appointed after 1 January of a calendar year shall have their personal leave entitlement for that year calculated on a pro rata basis.
- 43.3** Personal leave may be taken in the event that an employee is ill or the employee is caring for or supporting a member of their immediate family or same household who is ill. For the purpose of this sub-clause "immediate family" is defined in Clause 3 of this Agreement.
- 43.4** An employee absent from duty on the grounds of illness for any period of absence exceeding three (3) days shall be required to furnish a medical certificate to the University indicating the nature of the illness from which the employee or the member of their immediate family or same household is suffering.
- 43.5** In the event that an employee has exhausted their entitlement to personal leave, the employee may apply for other forms of leave to credit.
- 43.6** A casual employee shall not be entitled to personal leave.

44. ANNUAL LEAVE

- 44.1** The rate of accrual of annual leave for full-time employees at the University is twenty (20) days per annum, except for those employees identified in sub-clause 44.2.
- 44.2** Annual leave will accrue at the rate of twenty five (25) days per annum for the following employees:
- (i) all employees at the Albury-Wodonga Campus employed by the University before 1 January 1982; and
 - (ii) all employees at the Wagga Wagga Campus employed by the University before 1 July 1997.
- 44.3** A "seven (7) day shift work employee" shall be granted five (5) days annual leave in addition to the relevant entitlement set out in sub-clause 44.1 or 44.2 for working weekends and Public Holidays regularly in each calendar year.
- 44.4** Where an employee accrues annual leave in excess of fifty (50) days, the employee will be advised in writing that they will be required to take annual leave from a date to be fixed by the University, no later than two (2) months from the date of the written advice, and ending when the annual leave entitlements in excess of ten (10) days have been exhausted, unless otherwise negotiated between the employee and the University when extenuating circumstances exist.
- 44.5** Academic staff shall be entitled to an annual leave loading payment equal to 17.5% of four (4) weeks of salary. Provided that the loading payable shall not, in any case, exceed the loading calculated on the salary for academic staff Level B, Step 6 as set out in Schedule I of this Agreement.
- 44.6** Professional/general staff (other than casual employees and "seven day shift work employees") shall be granted an annual leave loading equivalent to 17.5% of four (4) weeks of ordinary salary. Provided that the loading payable shall not, in any case, exceed the loading calculated on the minimum salary equivalent to professional and general staff Level 10, Step 1 as set out at Schedule II of this Agreement.

44.7 A "seven (7) day shift work employee" (other than those paid "annualised salary rates" in accordance with Clause 27 of this Agreement) who proceeds on annual leave shall be paid, in respect of leave taken in any period of twelve (12) months, whichever is the more favourable:

- (i) the shift penalties the employee would have received had he or she not been on annual leave; or
- (ii) the 17.5% annual leave loading of five (5) weeks of ordinary salary.

44.8 The annual leave loading shall be calculated on the employee's ordinary salary as at 30 November or, where a proportionate payment is made, on the ordinary salary as at the employee's last day of duty.

45. LONG SERVICE LEAVE

45.1 This agreement provides for the accrual and recording of long service leave to be in working days rather than calendar days.

45.2 An employee who has accumulated ten (10) years of full-time service shall be entitled to paid long service leave of forty-three and a half (43.5) working days'. After the completion of ten (10) years of service, an employee shall accrue long service leave at the rate of ten and three-quarter (10.75) working days per annum on full pay.

45.3 A period or periods of part-time service will not reduce the accrued entitlement specified in sub-clause 45.2, although it will reduce an employee's service fraction. Long service leave paid out on termination of employment will be based on an employees' average service fraction.

45.4 Previous service with the University or its predecessor institutions on a fixed-term or continuing basis will be recognised as qualifying service for the purpose of determining long service leave entitlements as long as the break in service is less than two (2) years between their current and previous appointment.

45.5 An employee who has accumulated at least five (5) years of service but less than ten (10) years of service and whose employment is terminated by the University for any reason, other than for serious misconduct; or by the employee on account of illness, incapacity or domestic or other pressing necessity or by the employee's death, shall be entitled to a payment equivalent to a proportionate amount of salary calculated on the basis of forty-three and a half (43.5) working days' salary for ten (10) years of service.

45.6 Where an employee has accumulated a long service leave entitlement in excess of one hundred and thirty (130) working days, the University may give the employee written notice to take not less than thirty (30) working days and not more than sixty-five (65) working days of such leave on full pay at a time convenient to the needs of the University.

45.7 When implementing sub-clause 45.6 the University will:

- (i) give an employee written notice of at least six (6) months before the long service leave commences;
- (ii) give special consideration where an employee would suffer hardship as a result of being required to take long service leave; and
- (iii) not require an employee to take long service leave within one (1) year of the employee's notified date of retirement in writing.

45.8 An employee who is eligible for long service leave shall be entitled to take such leave at a time of their choosing, provided that at least six (6) months written notice of such leave is given. Leave without pay of up to two (2) months applied for and taken concurrently with such long service leave will also be approved. The employee's application for long service leave may reasonably be denied if the application is for a duration of less than fifteen (15) working days in a critical work period.

45.9 An application for long service leave made under 45.8 may be declined if the application is for a period of less than thirty (30) working days in a critical teaching period for academic staff. A critical teaching period refers to first four (4) weeks of the teaching session, and the four (4) weeks leading to the approval of grades of the teaching session, for employees who are engaged in teaching that session.

46 PARENTAL LEAVE

General principles

46.1 Parental leave is a general term encompassing paid and unpaid leave associated with the birth or adoption of a child. Except for special leave taken concurrently, parental leave is restricted to the parent who gives birth and/or will be the primary carer for a newborn or newly adopted child.

46.2 Casual employees are not eligible for paid parental leave unless the employee has been employed on a regular and systematic basis during a period of at least twelve (12) months, and who has but for his or her responsibility as primary carer of a newborn or newly adopted child, a reasonable expectation of ongoing employment.

- 46.3** Parental leave will normally be available as one continuous period. Where both parents work at the University, parental leave may be divided between them if each takes the role of primary carer at different times.
- 46.4** Parental leave (with the exception of special leave taken concurrently) will commence no later than the actual date of birth or placement or, in the case that it is shared, adjoining the leave taken by the other parent from the date of birth or adoption.
- 46.5** Parental leave must be completed within two (2) years of the actual date of birth or adoption. Any paid portion of parental leave must be taken within twenty-six (26) weeks (if taken full time) or fifty-two (52) weeks (if taken half time) of the birth or adoption of the child.
- 46.6** An employee may take parental leave at:
- (i) full pay or half pay; and
 - (ii) take parental leave without pay up to the second (2nd) birthday of the child; or
 - (iii) return to work at a reduced fraction up to the second (2nd) birthday of the child.
- 46.7** An employee may apply for a lesser period of paid leave, in which case the balance of the paid leave is forfeited.
- 46.8** An employee who is the primary carer but is not entitled to paid parental leave may be able to access special leave in addition to unpaid parental leave.
- 46.9** A person employed on a fixed-term contract will cease to have an entitlement to parental leave upon the date the contract expires.

Maternity leave

- 46.10** An employee who gives birth to a child may be eligible for parental leave in the form of paid maternity leave, paid primary carer parental leave and/or unpaid parental leave.
- 46.11** Leave for maternity purposes may commence up to six (6) weeks before the expected date of birth. Where it is not commenced prior to the birth of the child, leave shall commence no later than the date of birth.
- 46.12** An employee who has more than forty (40) weeks continuous service immediately prior to the expected date of birth is entitled to paid parental leave. Periods of previous employment with the University shall not count towards these forty (40) weeks. The employee is entitled to six (6) weeks paid maternity leave and twenty (20) weeks paid primary carer parental leave.

Primary carer parental leave

- 46.13** An employee who takes on the role of primary carer following the birth or adoption of a child may be eligible for parental leave in the form of paid primary carer parental leave and/or unpaid parental leave.
- 46.14** An employee who has more than forty (40) weeks continuous service immediately prior to the birth or adoption of a child is entitled to paid parental leave. Periods of previous employment with the University shall not count towards these forty (40) weeks. The employee is entitled to twenty (20) weeks paid parental leave subject to providing evidence that they are the primary carer of the child.
- 46.15** Primary carer parental leave must be completed within twenty-six (26) weeks of the date of birth or adoption and is reduced to take account of the primary carer responsibilities of the other parent (whether or not the partner is a University employee).

Keeping in Touch Days

- 46.16** Keeping in Touch days refers to up to ten (10) days per annum to allow the employee absent on parental leave to participate in planning meetings, perform on the job training, or perform work to become familiar with the workplace or the employee's role before returning to work.

Return to work after parental leave

- 46.17** An employee who returns to work after parental leave has a right to return to his or her former position, subject to sub-clause 46.18, irrespective of whether the parental leave was taken on a full-time or part-time basis.
- 46.18** The right of return to the former position shall be forfeited when an employee does not resume duty at the expiration of the approved period of leave.
- 46.19** Where the employee's former position has been abolished during the period of parental leave, the employee shall be transferred to a position at the same classification level, and where practicable, in the same location as the former position or elect to be retrenched. The employee shall be consulted in advance of the

employee's return to work concerning any such transfer or election.

46.20 An employee may apply under the provisions of sub-clause 21.27 of this Agreement to work part-time for a set period after return from parental leave, before returning to his or her previous full-time position.

Subsequent applications for paid parental leave

46.21 Where an employee has previously taken paid parental leave and wishes to take a further period of parental leave:

- (i) one (1) year or less after returning to work (excluding Keeping in Touch activities), the employee is eligible to receive up to fourteen (14) weeks paid parental leave only, comprising six (6) weeks maternity leave and/or eight (8) weeks primary carer leave, subject to meeting eligibility requirements; or
- (ii) more than one (1) year after returning to work (excluding Keeping in Touch activities), the employee is eligible to receive the parental leave referred to in either sub-clause 46.13 or 46.15 as the case may be.

47 DOMESTIC VIOLENCE

47.1 An employee experiencing domestic violence as defined in Clause 3 - Definitions or an employee supporting a member of their immediate family experiencing domestic violence may use up to fifteen (15) days of domestic violence leave per annum to access medical, legal and support services as necessary. The employee may be required to furnish evidence to support any period of absence on family or domestic violence grounds exceeding three (3) days.

47.2 A further five (5) days may be granted in special circumstances on application to a Human Resources Director.

47.3 The leave allowed in this clause does not accrue from year to year, and unused leave is not paid out on termination of employment.

47.4 Further explanatory information and details on how to apply for the leave can be found in the CSU Leave Manual and the CSU Domestic Violence Policy. The University will consult with the Unions via the ECC in relation to any proposed changes to the Domestic Violence Policy.

48 SPECIAL LEAVE

48.1 All full-time employees shall be entitled to ten (10) working days of paid special leave from 1 January each year. The unused component of the annual special leave entitlement shall not be cumulative.

48.2 Employees appointed after 1 January of a calendar year shall have their special leave entitlement for that year calculated on a pro rata basis.

48.3 The unused component of the annual special leave entitlement shall not be paid out on termination.

48.4 A casual employee shall not be entitled to paid special leave.

48.5 An employee may use special leave during the following absences for:

- (i) concurrent parental leave within three (3) months of their current partner giving birth to a child for whom the employee has parental responsibilities;
- (ii) giving birth to a child for whom the employee has parental responsibilities, where the employee is not eligible for paid maternity leave;
- (iii) taking custody of a foster child for whom the employee has parental responsibilities;
- (iv) attending meetings or training associated with his or her union delegate activities;
- (v) a life-threatening illness, serious injury or death of a member of the employee's immediate family (as defined in Clause 3 – Definitions) or their same household;
- (vi) cultural or religious obligations of significance;
- (vii) an employee who is a member of an Aboriginal or Torres Strait Islander community to prepare for or attend National Aboriginal and Islander Day Observance Committee (NAIDOC) Week functions;
- (viii) activities of direct benefit to the community (for example blood donation, and emergency assistance including fire-fighting); or
- (ix) attendance, and travel to, and from examinations for courses approved by the University, retirement seminars or personal emergency situations such as fighting fires or floods.

48.6 Nothing in this Agreement shall prevent the University from granting additional special leave in exceptional circumstances. However, if the employee has exhausted their special leave entitlement, the University will provide an additional two (2) days paid leave per occasion for circumstances outlined in sub-clause 48.5 (v).

49 DEFENCE FORCE LEAVE

- 49.1** Leave of absence on full pay for a period not exceeding ten (10) working days in any calendar year may be granted to an employee who is a volunteer part-time member of the Defence Force. Such leave may be granted for the purpose of deployment, attending a training camp, drill parade, school, class or course of instruction.
- 49.2** Additional 'top up' paid leave, equal to the difference between the employee's defence force income and their University salary, will be provided for a period of twelve (12) weeks where the University is in receipt of the Federal Government's Employer Support Payment Scheme for Defence Reservists.

50 LEAVE WITHOUT PAY

- 50.1** Leave without pay may be granted for appropriate purposes at the discretion of the University. An employee will be required to meet all superannuation obligations applying to the relevant fund during a period of leave without pay.
- 50.2** Leave without pay may be granted to enable employees to undertake family and parental responsibilities, such as to provide long term care of a close relative or family member who is ill, to minimise disruption to dependent care arrangements or to care for children during school holidays.
- 50.3** Leave without pay not exceeding two (2) months per calendar year shall be recognised as service for the accrual of other forms of leave.

51 PUBLIC HOLIDAYS

- 51.1** The University shall observe as Public Holidays the days proclaimed for the jurisdiction in which the respective campus is located.
- 51.2** The Vice-Chancellor shall grant a holiday, on a day to be determined by the University, *in lieu* of the Bank Holiday.
- 51.3** The Vice-Chancellor may approve the annual close-down of all or part of the University during the Christmas/New Year period in any year for the purpose of providing an annual holiday. Where the University is closed down during such a period, an employee shall be required to take annual leave to credit, flexitime to credit (or debit) or other accumulated time, except on a day where a Public Holiday falls due or the day granted by the Vice-Chancellor *in lieu* of the Bank Holiday.
- 51.4** Where a Public Holiday falls due on a day on which a "seven (7) day shift work employee" is rostered off duty or on annual leave, the University shall add one (1) day to the employee's annual leave entitlement. This provision shall only apply to those employees who accrue annual leave pursuant to sub-clause 44.1 at the rate of twenty (20) days per annum.

52 JURY AND WITNESS SERVICE

An employee (other than a casual employee) who is required to attend for jury service or who is subpoenaed or called as a witness in an official capacity, or by the Crown, shall be considered to be on duty while serving in such a capacity. Any monies paid to an employee (other than meal or travel expenses) by the court while serving in such capacity shall be paid by the employee to the University.

PART 10 OTHER PROVISIONS

53 DISPUTES SETTling PROCEDURES

- 53.1** This dispute resolution process applies to disputes relating to any matter concerning the operation, interpretation or implementation of this Agreement and the National Employment Standards (a "dispute").
- 53.2** A dispute may be between an employee and the University or between the union and the University, and these procedures may be instigated by the University, a union or an employee. A union may be involved in these procedures if requested to act by an employee directly affected by the dispute. It is agreed that the Parties to this Agreement and all employees have an interest in the proper and timely resolution of disputes.
- 53.3** Where a dispute arises, in the first instance the parties to the dispute will attempt to resolve it directly with the employee's supervisor, if appropriate. Alternatively, initial resolution of the dispute should be attempted with the appropriate University line manager.
- 53.4** If a dispute remains unresolved three (3) days after an attempt to resolve the matter at sub-clause 53.3 has been made, the dispute may be referred to the Director, Workplace Relations in writing in a further attempt to resolve the dispute.
- 53.5** The parties to the dispute must co-operate to ensure that the resolution procedures are carried out as quickly as is reasonably possible. In order to achieve an efficient resolution of the dispute, the processes referred to in sub-clauses 53.3 and 53.4 will be deemed completed after ten (10) working days, unless otherwise agreed in writing between the parties.
- 53.6** Throughout this process an employee may choose to be assisted or represented by their union or other representative of their choice. For the purposes of this clause, such a representative shall not include a practicing solicitor or barrister in private practice.
- 53.7** Should the dispute not be resolved after completing the processes referred to in sub-clauses 53.3 to 53.5, the matter may be referred by a party to the dispute, within a period of thirty-five (35) calendar days, to the Fair Work Commission (FWC) for resolution by conciliation, and if conciliation does not resolve the dispute, by arbitration.
- 53.8** The parties agree to be bound by and implement any order, decision or recommendation of the FWC, subject to any legal right of appeal.
- 53.9** Until the procedures referred to above have been completed, and in order to achieve an efficient resolution of the dispute:
- (i) work shall continue in the normal manner, in accordance with the reasonable direction of the University;
 - (ii) no industrial action shall be taken by the union or the University; and
 - (iii) the University and the employees and the unions shall not change work, staffing or the organisation of work, if such is the subject of the dispute, or take other action likely to exacerbate the dispute.

54 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 54.1** The University and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the University and the individual employee. The agreement between the University and the individual employee must be confined to a variation in the application of one (1) or more of the matters listed below:
- (i) Salary packaging**

An employee may elect packaging of salary for motor vehicles, superannuation, child care and other items that may be approved in accordance with University policy from time to time.
 - (ii) Purchased leave**

An employee may apply to enter into an agreement with the University to purchase either two (2) weeks or four (4) weeks additional annual leave in a twelve (12) month period.

The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee'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.
 - (iii) Ordinary hours of work**

An employee may apply to enter into an agreement with the University to vary his/her working arrangements or ordinary hours of work in order to accommodate the work requirements of the

University and the family and work/life commitments of the employee. Such an agreement will be subject to a cooling off period of fourteen (14) days.

(iv) Cashing out Annual Leave

In situations of financial hardship an employee may elect to be paid in the form of a lump sum payment for part of their annual leave entitlement provided that the employee retains a balance of at least four (4) weeks annual leave.

54.2 The University may agree to a request, provided the employee and the University genuinely agree to the arrangement without coercion or duress, and the employee is not disadvantaged in relation to their terms and conditions of employment.

The agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:

- (i) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and
- (ii) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

54.3 The University must ensure that the terms of the individual flexibility arrangement are about permitted matters, and does not contain unlawful terms in accordance with the respective requirements of Sections 172 and 194 of the Fair Work Act, 2009.

54.4 The University must ensure that the individual flexibility arrangement:

- (i) is in writing;
- (ii) includes the name of the University and the employee;
- (iii) is signed by the University and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee;
- (iv) includes details of:
 - (a) the terms of the Enterprise Agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.

54.5 The University must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to by him/her.

54.6 The University or the employee may terminate the individual flexibility agreement:

- (i) by giving no more than thirteen (13) weeks' notice to the other party to the arrangement; or
- (ii) if the University and the employee agree in writing, at any time.

55 INTELLECTUAL FREEDOM

55.1 The University encourages and supports intellectual freedom of both enquiry and expression. While intellectual freedom is a right, it carries with it the duty to use the freedom in a manner consistent with a responsible and honest search for, and dissemination of, knowledge and truth. The University recognises the right of an employee to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise without fear of harassment, intimidation or unfair treatment.

55.2 All employees of the University have the responsibility to participate in the life of the University, in its governance and administration, through membership on committees, provided that this participation is consistent with the discharge of their primary responsibilities.

55.3 An employee will not represent their personal opinions as being those of the University.

56 ENVIRONMENTAL SUSTAINABILITY

56.1 The University is committed to demonstrating leadership in sustainability by establishing policies and operations that will reduce its environmental footprint and reduce environmental risks in the workplace.

56.2 This commitment is demonstrated by the University being a signatory to the Talloires Declaration and by the operation of the Office of CSU Green and the Sustainability Program Committee (SPC).

56.3 The parties agree to work effectively together to develop a culture of environmental sustainability and to

build campus understanding on ecological issues.

56.4 University employees and the unions will be kept informed at least annually of the measurable progress in the University's efforts to support ecologically sustainable work practices.

56.5 University employees on the SPC will be allowed reasonable time away from their normal duties to attend and prepare for meetings.

57 ACCOMMODATION AND MEALS FOR TRAVEL

57.1 Payment of accommodation and meal costs for travel on official University business shall be made on reimbursement of actual expenses, which may include meal allowances, within the prescribed limits as set out in the University Travel Policy.

57.2 An employee who is required to travel while on duty shall ensure that the appropriate online travel forms have been completed and their travel is approved prior to undertaking such travel and will comply with the provisions of the University's Driving Hours Guidelines.

58 COST OF TRAVEL TO AND FROM WORK

Employees shall meet the cost of travelling to and from the campus at which they normally work. Where an employee is required by the University, to travel to any other campus (or other location), the cost of such travel shall be paid by the University.

59 FIRST AID, TRADES AND TRADES RELATED ALLOWANCES

First Aid Allowances

59.1 An employee appointed by the University as a First Aid or an Occupational/Senior First Aid Officer (in addition to their substantive position) and who possesses the required qualifications shall be paid the following allowance :

Allowance	Allowance Rate
Occupational First Aid Officer	\$1301 per annum
Senior First Aid Officer	\$1301 per annum
First Aid Officer	\$866 per annum

59.2 The first aid allowances set out in sub-clause 59.1 shall not apply:

- (i) to the calculation of overtime and penalty rates; or
- (ii) to any period of leave taken by an employee in excess of six (6) consecutive weeks in a calendar year.

Health and Safety Representative (HSR Allowance)

59.3 An employee appointed by the University as a Health and Safety Representative (in addition to their substantive position) and who possesses the required qualifications shall be paid an allowance :

Allowance	Allowance Rate
Health and Safety Representative (HSR)	\$1301 per annum

Trades and Trades Related Allowances;

59.4 The trades and related allowances set out in this sub-clause shall apply and may be varied from time to time by the University during the life of the Agreement:

Allowance	Allowance Rate
Registration (Plumbers)	\$1547 per annum
Licence (Electrician) (A Grade Licence)	\$2502 per annum
Licence (Electrician) (B Grade Licence)	\$1347 per annum
Licence (Plumber, Gasfitters and Drainers)	\$4593 per annum
Tool (Painter)	\$390 per annum
Tool (Electrical Fitter)	\$1011 per annum
Tool (Plumber and Carpenter)	\$1602 per annum
Tool (Plasterer)	\$1602 per annum
Boiler Certificate	\$848 per annum

59.5 The trades and related allowances set out in sub-clause 59.4 shall apply for all salary and related purposes, such as overtime, all forms of leave and superannuation.

59.6 The licence and registration allowances set out in sub-clause 59.4 shall be absorbed upon appointment or reclassification to professional/general staff Level 5.

60 EQUITY

- 60.1** The University is committed to providing equity of opportunity in employment and to achieving an employment environment that is free from bullying, harassment and discrimination and supportive of academic achievement and the dignity and self-esteem of every employee.
- 60.2** The University undertakes to put in place measures designed to prevent workplace bullying, including but not limited to facilitated meetings, mediation and providing appropriate training in the prevention of bullying to existing employees and to new employees.
- 60.3** Employees, including managers, are required to:
- (i) personally demonstrate appropriate behaviour;
 - (ii) take reasonable care to ensure their own safety and health at the University; and
 - (iii) avoid adversely affecting the safety or health of any other person through any act of workplace bullying or omission to deal with acts of bullying.
- 60.4** Where an allegation of workplace bullying arises, in the first instance the parties involved should attempt to address the matter between themselves.
- 60.5** If the parties are unable to resolve the matter, the appropriate manager is responsible for attempting to resolve complaints of workplace bullying promptly, confidentially, and impartially.
- 60.6** If the complaint remains unresolved, either party or the manager may refer the matter to the Executive Director, Human Resources (or nominee) for investigation. All parties will be notified of the outcome of the investigation.
- 60.7** Disciplinary action for findings of workplace bullying may be taken in accordance with Clause 38. Misconduct/Serious Misconduct.

Indigenous Employment

- 60.8** The parties acknowledge that the University is a leader of Indigenous employment in the higher education sector. The University employs 2,031 EFT staff in continuing and fixed term positions, with Indigenous employees representing 2.5% of EFT staff (as at August 2018). The University will use its best endeavours to ensure this figure of Indigenous employees will increase during the life of this Agreement.
- 60.9** The University will implement and maintain the CSU Indigenous Employment Strategy (IES), or any successor strategy, and the IES Steering Committee during the life of this Agreement. To advance the employment circumstances of Indigenous Australians, the University also aims to:
- (i) increase the proportion of Indigenous employees in continuing positions;
 - (ii) provide employee development, training and mentoring of Indigenous employees;
 - (iii) provide for training on the implementation of employment strategies and cultural diversity programs for managers and employees; and
 - (iv) focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.
- 60.10** An employee is eligible to receive an allowance where the employee is accredited to a fluent level in a recognised Indigenous Australian language by an appropriate individual or body, and where the employee is required to utilise a particular Indigenous Australian language in the course of their duties. The following payments will apply:
- (i) Level 1 \$1500 per annum - elementary Level – this level is appropriate for employees who are capable of using a minimal knowledge of language for basic conversation;
 - (ii) Level 2 \$3000 per annum - represents a level of ability for the ordinary purpose of general business, more formal communication, reading and writing, etc.
- 60.11** An Indigenous Australian employee who is required by the University to perform cultural duties as part of their role will have this reasonably recognised in their workload.

61 JOB SECURITY

The University recognises that a sense of job security for its employees is important, particularly if they are to contribute in a significant way to the achievement of the goals and strategic priorities of the University. To this end, the University will manage any job reductions through natural attrition, redeployment, training, voluntary separation, or as a last resort retrenchment.

62 UNION REPRESENTATION ACTIVITIES

In order to facilitate the effective operation of this Agreement, the University will establish a central fund of \$75,000 per annum to cover the release from normal duties for those employees engaged in union representation activities relating to the University. The fund will allow the employee's work unit to provide replacement staff by arrangement with the Director, Workplace Relations on a case by case basis.

63 REPAYMENT OF MONIES

63.1 Notwithstanding any other provisions of this Agreement, the University may recover from an employee during the course of their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the employee.

63.2 Prior to instigating the recovery of any monies the employee shall be provided with written notice of the:

- (i) reason for the alleged overpayment;
- (ii) amount to be recovered;
- (iii) the prospective pay date for any deduction; and
- (iv) a verified calculation outlining the components of the outstanding debt.

63.3 The employee shall have the right to review, comment or reply to the written notice.

63.4 As far as is practicable, the outstanding debt should be repaid within the period of the income tax year.

SCHEDULES

SCHEDULE I

ACADEMIC STAFF SALARY RATES

PART A - ANNUAL SALARY RATES

CSU Level	Step	Base Rate	\$500 uplift	0.7%	1.3%	1.8%	1.8%	\$500 uplift	2.1%
		2/12/16	12/01/18	12/01/18	19/10/18	1/09/19	1/09/20	1/09/21	1/09/21
		\$	\$	\$	\$	\$	\$	\$	\$
A	1	64,482.71	64,982.71	65,437.59	66,288.28	67,481.47	68,696.13	69,196.13	70,649.25
	2	68,164.96	68,664.96	69,145.61	70,044.50	71,305.30	72,588.80	73,088.80	74,623.66
	3	71,848.06	72,348.06	72,854.50	73,801.61	75,130.04	76,482.38	76,982.38	78,599.01
	4	75,535.80	76,035.80	76,568.06	77,563.44	78,959.58	80,380.85	80,880.85	82,579.35
	5	78,529.48	79,029.48	79,582.68	80,617.26	82,068.37	83,545.60	84,045.60	85,810.56
	6	81,523.44	82,023.44	82,597.60	83,671.37	85,177.46	86,710.65	87,210.65	89,042.08
	7	84,517.10	85,017.10	85,612.22	86,725.18	88,286.23	89,875.39	90,375.39	92,273.27
	8	87,508.75	88,008.75	88,624.81	89,776.93	91,392.92	93,037.99	93,537.99	95,502.29
B	1	92,117.49	92,617.49	93,265.81	94,478.27	96,178.88	97,910.10	98,410.10	100,476.71
	2	95,571.37	96,071.37	96,743.87	98,001.54	99,765.57	101,561.35	102,061.35	104,204.64
	3	99,023.80	99,523.80	100,220.47	101,523.33	103,350.75	105,211.07	105,711.07	107,931.00
	4	102,483.18	102,983.18	103,704.06	105,052.21	106,943.15	108,868.13	109,368.13	111,664.86
	5	105,931.27	106,431.27	107,176.29	108,569.58	110,523.84	112,513.27	113,013.27	115,386.54
	6	109,391.79	109,891.79	110,661.03	112,099.63	114,117.42	116,171.53	116,671.53	119,121.64
C	1	112,840.19	113,340.19	114,133.57	115,617.30	117,698.42	119,816.99	120,316.99	122,843.64
	2	116,301.87	116,801.87	117,619.48	119,148.53	121,293.21	123,476.49	123,976.49	126,579.99
	3	119,749.97	120,249.97	121,091.71	122,665.91	124,873.89	127,121.62	127,621.62	130,301.68
	4	123,206.15	123,706.15	124,572.09	126,191.53	128,462.98	130,775.31	131,275.31	134,032.09
	5	126,656.56	127,156.56	128,046.66	129,711.27	132,046.07	134,422.90	134,922.90	137,756.28
	6	130,114.78	130,614.78	131,529.08	133,238.96	135,637.26	138,078.73	138,578.73	141,488.88
D	1	135,871.72	136,371.72	137,326.32	139,111.56	141,615.57	144,164.65	144,664.65	147,702.61
	2	140,476.12	140,976.12	141,962.95	143,808.47	146,397.02	149,032.17	149,532.17	152,672.34
	3	145,079.37	145,579.37	146,598.42	148,504.20	151,177.28	153,898.47	154,398.47	157,640.83
	4	149,686.94	150,186.94	151,238.25	153,204.35	155,962.03	158,769.34	159,269.34	162,614.00
E	1	175,021.84	175,521.84	176,750.49	179,048.25	182,271.12	185,552.00	186,052.00	189,959.09

Any Level A employee required to carry out full subject co-ordination duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than the salary step for Level A, Step 6.

For salary calculation purposes only, the salary rates referred to in this Schedule shall be based on a five (5) day working week, with a divisor of thirty-seven and a half (37.5) hours per week.

ACADEMIC STAFF
PART B - CASUAL SALARY RATES

Code	Description	Base Rate	\$500 uplift	0.7%	1.3%	1.8%	1.8%	\$500 uplift	2.1%
		2/12/16	12/01/18	12/01/18	19/10/18	1/09/19	1/09/20	1/9/21	1/09/21
		\$	\$	\$	\$	\$	\$	\$	\$
AX150	Standard Marking	43.55	43.87	44.17	44.75	45.55	46.37	46.69	47.67
AX155	Standard Marking (Qual)	52.08	52.40	52.77	53.45	54.41	55.39	55.71	56.88
AX160	Significant Marking	61.05	61.37	61.80	62.61	63.73	64.88	65.20	66.57
AX165	Significant Marking (Qual)	61.05	61.37	61.80	62.61	63.73	64.88	65.20	66.57
AX170	Other Academic Activity	43.55	43.87	44.17	44.75	45.55	46.37	46.69	47.67
AX175	Other Academic Activity (Qual)	52.08	52.40	52.77	53.45	54.41	55.39	55.71	56.88
AX180	Other Specialised Acad Activity	65.32	65.80	66.26	67.12	68.33	69.56	70.04	71.51
AX185	Other Specialised Acad Activity (Qual)	78.12	78.60	79.15	80.18	81.62	83.09	83.57	85.32
AX190	Repeat Tutorial	87.09	87.73	88.34	89.49	91.10	92.74	93.38	95.34
AX195	Repeat Tutorial (Qual)	104.16	104.80	105.53	106.90	108.83	110.79	111.43	113.77
AX200	Tutorial	130.64	131.60	132.52	134.24	136.66	139.12	140.07	143.02
AX205	Tutorial (Qual)	156.24	157.20	158.30	160.36	163.24	166.18	167.14	170.65
AX230	Repeat Lecture	122.11	122.75	123.61	125.21	127.47	129.76	130.40	133.14
AX240	Basic Lecture	183.16	184.12	185.41	187.82	191.20	194.64	195.60	199.71
AX250	Developed Lecture	244.22	245.49	247.21	250.43	254.93	259.52	260.80	266.28
AX260	Specialised Lecture	305.27	306.87	309.02	313.03	318.67	324.40	326.00	332.85
AX274	Clinical Educator Min	65.32	65.80	66.26	67.12	68.33	69.56	70.04	71.51
AX278	Clinical Educator Max	87.09	87.73	88.34	89.49	91.10	92.74	93.38	95.34
AX284	Clinical Educator Min (Qual)	78.12	78.60	79.15	80.18	81.62	83.09	83.57	85.32
AX288	Clinical Educator Max (Qual)	104.16	104.80	105.53	106.90	108.83	110.79	111.43	113.77
AX290	Accompanist	87.09	87.73	88.34	89.49	91.10	92.74	93.38	95.34
AX295	Accompanist (Qual)	104.16	104.80	105.53	106.90	108.83	110.79	111.43	113.77

- The salary rates, for casual employees referred to in this Schedule are calculated by dividing the appropriate full-time salary rate from Schedule I - Part A by 52.178571 divided by thirty-seven and a half (37.5) hours per week and multiplying the result by the casual loading in sub-clause 21.14 of this Agreement. This calculation determines the base rate by which other rates are determined, depending on the nature of activity undertaken and the preparation time involved.
- The base rate applicable to lecturing or for purposes of the higher marking rate (requiring independent evaluation) shall be determined by reference to the Second step of the full-time Level B scale.
- The base rate applicable to all other duties including tutoring rates not covered by paragraph 4 below shall be determined by reference to the Second step of the full-time Level A scale.
- The base rate applicable where an employee possesses a relevant doctoral qualification shall be determined by reference to the Sixth step of the full-time Level A scale.
- The base rate is multiplied by the amount of preparation and associated working time for the particular academic activity, to determine the actual pay rates in this Schedule. In this regard, the following conditions apply:

Basic lecture – one (1) hour of delivery and two (2) hours associated working time;
Developed lecture - one (1) hour of delivery and three (3) hours associated working time;
Specialised lecture - one (1) hour of delivery and four (4) hours associated working time;

Repeat lecture - one (1) hour of delivery and one (1) hour associated working time ;
Tutorial - one (1) hour of delivery and two (2) hours associated working time;
Repeat tutorial - one (1) hour of delivery and one (1) hour associated working time;
Musical accompanying - one (1) hour of delivery and one (1) hour preparation time;
Clinical Education (little preparation required) - one (1) hour of delivery and thirty (30) minutes associated working time;
Clinical Education (normal preparation required) - one (1) hour of delivery and one (1) hour associated working time;
Marking - the base rate applies;
Other required academic activity - the base rate applies or
Other specialised academic activity – 150% of the base rate applies

6. The terms "lecture" and "tutorial" mean any education delivery described as such in a course or unit outline or in an official timetable issued by the University. The delivery of a lecture or a tutorial also includes directly associated non-contact duties in the nature of preparation and student consultation.
7. The hourly rate in a repeat lecture or a repeat tutorial applies to a second (2nd) or subsequent delivery of substantially the same lecture or tutorial in the same subject matter within a period of seven (7) days and any student consultation reasonably contemporaneous with it.
8. The term "musical accompanying" means the provision of musical accompaniment to one (1) or more students or employees in the course of teaching by another employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.
9. The term "clinical education" means the conduct of undergraduate education in a clinical setting.
10. The term "standard marking" means routine marking of student assignments, essays, short answer and multiple choice examinations, conducted outside of contact hours.
11. The term "significant marking" means marking as a supervising examiner, or marking requiring a significant exercise of judgement appropriate to an employee at Level B status and conducted outside of contact hours.
12. Marking of student assessment, subject coordination and development duties will be paid on an hourly basis (unless conducted in the lecture, tutorial or demonstration itself). Actual tasks and time taken for each task will be time costed in accordance with sub-clause 30.22 of this Agreement as part of the development of the Workload Allocation Policy for each School or academic unit.
13. The term "Other required academic activity" means work that an employee is required to perform for the University and is performed in accordance with any such requirement, being work of the following nature:
 - (i) the conduct of practical classes, demonstrations, workshops, student field excursions;
 - (ii) the conduct of clinical sessions other than clinical education;
 - (iii) the conduct of performance and visual art studio sessions;
 - (iv) musical coaching, repititeurship, and musical accompanying other than with special educational service;
 - (v) development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - (vi) consultation with students;
 - (vii) supervision; or
 - (viii) attendance at school and/or faculty meetings as required.
14. The list of "Other required academic activity" set out in paragraph 13 above is not intended to be exhaustive, but is provided by way of examples and guidance.
15. The term "Other specialised academic activity" means work that an employee is required to perform for the University and is performed in accordance with any such requirement, being work of the following nature:
 - (i) complex subject coordination;
 - (ii) developing new subjects.
16. The list of "Other specialised academic activity" set out in paragraph 15 above is not intended to be exhaustive, but is provided by way of examples and guidance.

SCHEDULE II
PROFESSIONAL/GENERAL STAFF SALARY RATES
PART - A - ANNUAL SALARY RATES

CSU Level	Step	Base Rate	\$500 uplift	0.7%	1.3%	1.8%	1.8%	\$500 uplift	2.1%
		2/12/16	12/01/18	12/01/18	19/10/18	1/09/19	1/09/20	1/9/21	1/09/21
		\$	\$	\$	\$	\$	\$	\$	\$
1	1	45,079.35	45,579.35	45,898.41	46,495.08	47,332.00	48,183.97	48,683.97	49,706.34
	2	46,100.37	46,600.37	46,926.57	47,536.62	48,392.28	49,263.34	49,763.34	50,808.37
	3	47,125.02	47,625.02	47,958.40	48,581.85	49,456.33	50,346.54	50,846.54	51,914.32
2	1	48,662.45	49,162.45	49,506.59	50,150.17	51,052.88	51,971.83	52,471.83	53,573.74
	2	50,158.99	50,658.99	51,013.60	51,676.78	52,606.96	53,553.89	54,053.89	55,189.02
	3	51,225.40	51,725.40	52,087.48	52,764.62	53,714.38	54,681.24	55,181.24	56,340.04
3	1	52,761.54	53,261.54	53,634.37	54,331.62	55,309.59	56,305.16	56,805.16	57,998.07
	2	54,295.67	54,795.67	55,179.24	55,896.57	56,902.71	57,926.96	58,426.96	59,653.92
	3	55,836.45	56,336.45	56,730.81	57,468.31	58,502.74	59,555.78	60,055.78	61,316.96
	4	57,373.75	57,873.75	58,278.87	59,036.49	60,099.15	61,180.93	61,680.93	62,976.23
4	1	58,909.03	59,409.03	59,824.89	60,602.62	61,693.46	62,803.95	63,303.95	64,633.33
	2	60,447.49	60,947.49	61,374.12	62,171.99	63,291.08	64,430.32	64,930.32	66,293.86
	3	62,495.31	62,995.31	63,436.28	64,260.95	65,417.65	66,595.16	67,095.16	68,504.16
	4	64,031.46	64,531.46	64,983.18	65,827.96	67,012.86	68,219.10	68,719.10	70,162.20
5	1	66,079.56	66,579.56	67,045.62	67,917.21	69,139.72	70,384.23	70,884.23	72,372.80
	2	68,129.98	68,629.98	69,110.39	70,008.82	71,268.98	72,551.83	73,051.83	74,585.91
	3	70,178.08	70,678.08	71,172.83	72,098.07	73,395.84	74,716.96	75,216.96	76,796.52
	4	72,230.52	72,730.52	73,239.63	74,191.75	75,527.20	76,886.69	77,386.69	79,011.81
6	1	74,278.33	74,778.33	75,301.78	76,280.70	77,653.75	79,051.52	79,551.52	81,222.10
	2	76,322.97	76,822.97	77,360.73	78,366.42	79,777.02	81,213.00	81,713.00	83,428.98
	3	78,373.38	78,873.38	79,425.49	80,458.03	81,906.27	83,380.58	83,880.58	85,642.07
	4	80,422.06	80,922.06	81,488.51	82,547.87	84,033.73	85,546.33	86,046.33	87,853.31
7	1	81,961.96	82,461.96	83,039.19	84,118.70	85,632.84	87,174.23	87,674.23	89,515.39
	2	84,519.42	85,019.42	85,614.56	86,727.55	88,288.64	89,877.84	90,377.84	92,275.77
	3	87,084.68	87,584.68	88,197.77	89,344.34	90,952.54	92,589.69	93,089.69	95,044.57
	4	89,646.76	90,146.76	90,777.79	91,957.90	93,613.14	95,298.18	95,798.18	97,809.94
8	1	92,205.37	92,705.37	93,354.31	94,567.91	96,270.14	98,003.00	98,503.00	100,571.56
	2	95,278.82	95,778.82	96,449.27	97,703.11	99,461.77	101,252.08	101,752.08	103,888.87
	3	98,353.72	98,853.72	99,545.70	100,839.79	102,654.91	104,502.69	105,002.69	107,207.75
	4	101,428.34	101,928.34	102,641.84	103,976.18	105,847.75	107,753.01	108,253.01	110,526.33
	5	104,497.46	104,997.46	105,732.44	107,106.96	109,034.89	110,997.52	111,497.52	113,838.97
9	1	107,572.35	108,072.35	108,828.86	110,243.63	112,228.02	114,248.12	114,748.12	117,157.83
	2	110,646.10	111,146.10	111,924.12	113,379.14	115,419.96	117,497.52	117,997.52	120,475.47
	3	113,719.84	114,219.84	115,019.38	116,514.63	118,611.89	120,746.91	121,246.91	123,793.09
10	1	115,255.99	115,755.99	116,566.28	118,081.64	120,207.11	122,370.84	122,870.84	125,451.13
	2	118,713.04	119,213.04	120,047.53	121,608.15	123,797.10	126,025.44	126,525.44	129,182.48
	3	122,274.76	122,774.76	123,634.18	125,241.43	127,495.77	129,790.70	130,290.70	133,026.80

PART - B CASUAL SALARY RATES (PROFESSIONAL/GENERAL STAFF)

The salary rates for casual professional/general staff are calculated as follows:

- (i) the appropriate full-time salary rate from Part A of this Schedule ÷ 52.178571 ÷ 35 + 25%;
- (ii) **Students of the University** employed as casual professional/general staff shall have the hourly rate calculated from the full-time salary rate for Level 1, Step 1 from Part A of this Schedule. The student rate (including explanation) is as follows:

Student Rate 1 = 75% of CSU Level 1 - Performs straightforward, basic manual tasks of an unskilled nature.

Student Rate 2 = 80% of CSU Level 1 - Performs straightforward tasks with clearly defined procedures and relatively simple problem solving involved.

Student Rate 3 = 90% of CSU Level 1 - Performs tasks which have some complexity and require more experience. Exercise of judgment is within standard practices and procedures.

Based on the above explanation, students shall be paid in accordance with the following hourly rates:

Level	Step	Base	\$500 uplift	0.7%	1.3%	1.8%	1.8%	\$500 uplift	2.1%
		Rate	12/01/18	12/01/18	19/10/18	1/09/19	1/09/20	1/9/21	1/09/21
		2/12/16	\$	\$	\$	\$	\$	\$	\$
Student Rate 1	75%	\$23.14	\$23.40	\$23.56	\$23.87	\$24.30	\$24.74	\$24.99	\$25.52
Student Rate 2	80%	\$24.03	\$24.96	\$25.13	\$25.46	\$25.92	\$26.38	\$26.66	\$27.22
Student Rate 3	90%	\$27.77	\$28.08	\$28.27	\$28.64	\$29.16	\$29.68	\$29.99	\$30.62

Note: The above changes in the Student rate structure will apply from 1 January 2019

- (iii) **Supervision of Examinations:**

An Examination Supervisor shall be paid in accordance with the following hourly rates:

Number of		\$500 Uplift	0.7%	1.3%	1.8%	1.8%	\$500 uplift	2.1%
Exam Candidates	Level	12/1/18	12/01/18	19/10/18	1/09/19	1/09/20	1/9/21	1/09/21
Presiding Supervisor (above 250 candidates)	Level 2 Step 2	\$34.67	\$34.92	\$35.37	\$36.01	\$36.66	\$37.00	\$37.77
Presiding Supervisor (up to 249 candidates)	Level 1 Step 3	\$32.60	\$32.83	\$33.25	\$33.85	\$34.46	\$34.80	\$35.53
Supervisor	Level 1 Step 2	\$31.90	\$32.12	\$32.54	\$33.12	\$33.72	\$34.06	\$34.78
Assistant Supervisor	Level 1 Step 1	\$31.20	\$31.42	\$31.82	\$32.40	\$32.98	\$33.32	\$34.02
Non attendance (1 hour only)	Level 1 Step 1	\$31.20	\$31.42	\$31.82	\$32.40	\$32.98	\$33.32	\$34.02

Note: The above changes in the Exam Supervisor rate structure will apply from 1 January 2019

- (iv) Where the University rosters a casual employee on for a particular shift that requires attendance at a University campus, the minimum engagement period will be as follows:
 - (a) The employee is a student, and their employment is primarily related to their status as a student, the minimum engagement period will be one hour;
 - (b) The employee is a person with a primary occupation elsewhere (including with the University), the minimum engagement period will be one hour; and
 - (c) All other casuals will have a minimum engagement period of three hours.

SCHEDULE III

SALARY PROGRESSION

1. Salary progression is designed to acknowledge that employees gain additional skills, experience and knowledge over time and therefore make an increased contribution to the University.
2. Employees shall be entitled to progress annually within the salary range for their level until the maximum salary step is reached, subject to satisfactory performance, which is defined as:

Where, during the twelve (12) month review period, an employee has acquired and used additional skills, experience and knowledge within the ambit of their appointment and, in accordance with the priorities of the Division, Faculty or University, and demonstrated satisfactory performance against the duties of their position.
3. The process and documentation generated as part of the Employee Development and Review Scheme (EDRS), as outlined in Schedule IV of this Agreement, will inform decisions in relation to salary progression.
4. To achieve salary progression, an employee shall be expected to demonstrate that during the preceding year their performance has been satisfactory, in the terms of paragraph 2 of this Schedule, and in terms of his or her participation in the EDRS.
5. Salary progression may be withheld, but only after the key actions in sub-clause 37.1 (Unsatisfactory Performance) of this Agreement have commenced. A decision to withhold salary progression may be reviewed after the time period identified to remedy performance deficiencies has elapsed, with a view to granting salary progression when performance is deemed satisfactory.
6. The University operates under a common increment date for salary progression purposes. In order to protect the reliability of a common increment date, the following variation to the impact of leave without pay on salary progression, has been implemented:
 - (i) an employees' increment **date** will not be deferred by the taking of any leave without pay (not counting as service) taken since the previous common increment date; however
 - (ii) an employees' increment **payment** will be deferred by an amount of time equivalent to the total period of leave without pay (not counting as service) taken since the previous common increment date.

SCHEDULE IV

EMPLOYEE DEVELOPMENT AND REVIEW SCHEME

1. General

- 1.1 The University will continue to provide an Employee Development and Review Scheme (EDRS) that incorporates processes of planning, monitoring, reviewing, improving and, where appropriate, recognising the performance of employees.
- 1.2 The processes outlined in 1.1 will be implemented in the context of the specified standard relevant to the employee's level of employment.

2. Objectives

- 2.1 The overall purpose of the EDRS shall be to enhance the capability of the University by developing an employee's skills and knowledge to meet or exceed the performance requirements for their current position or to prepare them for another position or a more senior role that they may wish to pursue.
- 2.2 The objectives of the scheme are to:
- (i) assist in the achievement of the goals and objectives of the University, Division/Faculty and Section/School;
 - (ii) align demonstrated capacities of employees with the University's mission, values and strategic priorities;
 - (iii) assist an employee to develop and perform to their full potential;
 - (iv) provide constructive feedback about performance and progress and recognise high performing employees for their positive achievements or contributions to the University;
 - (v) enable individual employees' performance problems to be identified and addressed at an early stage;
 - (vi) improve or enhance employees' work performance through identification of professional development and/or training needs for their current position or career development needs for a future position;
 - (vii) provide access to appropriate professional development activities for all employees; and
 - (viii) to identify opportunities to enhance organisational support for the professional development of employees.

3. Responsibility

- 3.1 The Division of Human Resources shall be responsible for overseeing the EDRS policy, procedures, guidelines, forms and supplementary resources and for providing relevant advice, consultancy and training.
- 3.2 The Vice-Chancellor, Deputy Vice-Chancellors, Pro-Vice-Chancellors, Executive Directors (or equivalent) and Executive Deans shall be responsible for implementing and monitoring the EDRS within the University or their respective Divisions, Faculties and Research Centres.

4. EDRS Process

- 4.1 Performance planning and review shall normally be conducted on an annual basis, and one (1) or more progress reviews may be held at regular intervals throughout the year.
- 4.2 The performance review cycle may be spread over a two (2) year period for academic employees who have reached the top of the salary scale and have a stable workload and are deemed to meet or exceed performance requirements. A short annual review for such employees for the purpose of determining or reviewing their workload allocation for the next twelve (12) months may still be necessary.
- 4.3 Employees shall be required to prepare, in conjunction with their supervisor, a report to review their performance and professional development over the past year and plan performance objectives and professional development for the coming year.
- 4.4 Employees at Level 3 or below may elect not to set performance objectives or to prepare a formal report, in which case their performance will be assessed against the duty statement for their position. Such employees may elect to develop and discuss a training plan for the upcoming year with their supervisor.

4.5 The EDRS process will:

- (i) review and/or update the employee's duty statement/responsibilities;
- (ii) set performance objectives and develop a work plan (including activities, resources and support) to achieve the performance objectives;
- (iii) set professional development and/or training objectives and develop a plan (including activities, resources, support and leave entitlements) to achieve the professional development or training objectives;
- (iv) review performance and professional development; and
- (v) provide feedback on overall performance in relation to the performance objectives and specified standard.

5. Participants

5.1 Each employee shall have a nominated supervisor for the purposes of the EDRS.

5.2 The employee along with the supervisor shall be responsible for completing the EDRS documents.

5.3 At the invitation of the employee, the employee's mentor or support person may participate in the EDRS process, provided that the supervisor is given five (5) days notice.

6. Conflict Resolution

If problems arise during the EDRS meeting, the supervisor or employee may adjourn the meeting and, should they so choose, arrange another person, to be part of the interview. The EDRS meeting shall be reconvened with the additional persons in attendance within one (1) week of the adjournment.

7. Access to and Use of Documents

7.1 Access to an employee's EDRS documents will be limited to the employee, the employee's supervisor, the employee's Executive Director/Executive Dean (or equivalent), and employees whose duties require them to have access to the documents or for the purposes of administration of the scheme.

7.2 EDRS documents may be used constructively as supporting evidence when decisions are being made in regard to:

- (i) normal or accelerated salary progression;
- (ii) awards such as the CSU Excellence Awards or equivalent;
- (iii) study/developmental leave;
- (iv) participation in professional development activities, including secondment, staff exchange and job rotation;
- (v) attendance at external conferences/seminars;
- (vi) internal recruitment;
- (vii) academic promotion;
- (viii) workload allocation;
- (ix) performance; and/or
- (x) any other matter by agreement.

SCHEDULE V

CSU PROFESSIONAL/GENERAL STAFF POSITION DESCRIPTORS

The following position descriptors have been developed with reference to the particular workplace needs of the University.

LEVEL 1

Education, Training and Experience

Perform duties that do not require formal qualifications or work experience prior to engagement. Duties may, however, require the provision of structured on the job training after engagement.

Task

Perform repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than one (1) month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.

Judgement and Problem Solving

Solve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.

Supervision and Independence

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.

Organisational Relationships and Impact

Employees can be expected to provide straightforward information to others on building or service locations. Employees follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior employees.

LEVEL 2

Education, Training and Experience

Perform duties at a skill level that requires:

- completion of Year 12 with nought to twelve (12) months relevant work experience; or
- completion of Year 10 and two (2) to three (3) years relevant work experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training for Level 2.

Judgement and Problem Solving

Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.

Supervision and Independence

Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.

Organisational Relationships and Impact

Knowledge of and ability to relay information on requirements or procedures in own work area or perform tasks which may involve providing a general directory service to members of the public, students and other employees (e.g., advise on the location, role and availability of employees and services). Use tact in dealing with others.

LEVEL 3

Education, Training and Experience

Perform duties at a skill level that requires:

- completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment; or
- completion of Year 12, normally with at least one (1) year's subsequent relevant work experience; or
- completion of a certificate or associate diploma with no relevant on the job experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training for level 3. Exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.

Judgement and Problem Solving

An employee will be expected to:

- solve similar problems, requiring some initiative and interpretation in the application of established rules, procedures, precedents, practices or techniques;
- exercise some judgement over when to refer matters or seek assistance; and
- where the opportunity arises, make suggestions and develop local job specific systems to assist in the completion of allocated tasks.

Supervision and Independence

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where:

- task objectives are well defined; and
- choices are made between a range of straightforward alternatives.

Organisational Relationships and Impact

Apply knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.

LEVEL 4

Education, Training and Experience

Perform duties at a skill level that requires:

- completion of an associate diploma level qualification with relevant work related experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post - certificate relevant work experience; or
- Year 12 and at least four (4) years relevant work experience, often combined with some formal training, leading to a detailed knowledge of specific administrative procedures and technical office skills; or
- completion of a post-trade certificate and subsequent relevant experience; or
- completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills; or;
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform a variety of tasks that:

- require a sound working knowledge of relevant trade, technical or administrative practices;
- include limited creative, planning or design functions; and
- require an awareness of the relevant theoretical or policy context.

Judgement and Problem Solving

Solve standard problems within an established framework or body of knowledge by:

- applying a range of procedures and work methods;
- being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures; and

- selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems.

Supervision and Independence

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods and sequences, where choices are made which require some understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available.

Organisational Relationships and Impact

Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.

LEVEL 5

Education, Training and Experience

Perform duties at a skill level that requires:

- completion of a degree without subsequent relevant work experience as a graduate upon appointment; or
- completion of an associate diploma with a range of experience including at least two (2) years subsequent relevant work experience; or
- completion of a certificate or a post-trades certificate and extensive subsequent relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform tasks which require:

- the standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise; or
- depth (i.e., the development of some areas of specialisation) or breadth of technical, trade or administrative expertise, including a sound appreciation of the relevant theoretical or policy framework, in a particular functional area or to a set of related activities.

Judgement and Problem Solving

Solve diverse problems (characterised by subject range or depth) which require judgement and initiative based either on:

- theoretical knowledge; or
- a thorough knowledge of a complex set of rules, activities, techniques or procedures.

Supervision and Independence

Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to apply and interpret procedures.

Organisational Relationships and Impact

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

LEVEL 6

Education, Training and Experience

Perform duties at a skill level that requires:

- a degree, normally with two (2) or more years subsequent relevant experience to consolidate the theories and principles learned; or
- extensive experience (e.g., an Associate Diploma with at least four (4) years subsequent relevant experience), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform a range of assignments that:

- are guided by policy or objectives and, where relevant, by professional standards;
- require a conceptual understanding of relevant policies, procedures or systems; and
- require interpretation in the application of policy and/or precedent.

Judgement and Problem Solving

Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes.

Supervision and Independence

Duties arise from role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable).

An employee may have supervisory responsibility and some line management responsibility for employees performing a set of related functions and as well as employees reporting indirectly to the position.

Organisational Relationships and Impact

Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. An employee may provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.

LEVEL 7

Education, Training and Experience

Perform duties at a skill level that requires:

- a degree with at least four (4) years subsequent relevant experience to consolidate and extend the theories and principles learned; or
- extensive experience and management and or specialist expertise; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, an employee may:

- provide consultancy advice to other employees; and/or
- practice or provide comprehensive instruction to students or employees, in a specialised area of theoretical, policy or technical complexity.

Judgement and Problem Solving

Independently apply theoretical or policy knowledge to:

- modify and adapt techniques to develop innovative methodologies;
- research and analyse a situation and propose new responses or solutions; and/or
- take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.

Supervision and Independence

Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required. An employee may have line management responsibility for employees delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.

Organisational Relationships and Impact

Duties require knowledge of the relationship between a range of diverse policies and activities. An employee may negotiate solutions where a range of interests have to be accommodated, and develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.

LEVEL 8

Education, Training and Experience

Perform duties at a skill level that requires:

- a degree with substantial extension of the theories and principles, normally requiring at least eight (8) years relevant graduate experience; or
- a range of management experience; or
- postgraduate qualifications with relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to:

- manage programs ;
- develop, review or evaluate significant policies, programs or initiatives;
- be the recognised authority within the University in a complex specialised area;
- develop or apply new principles and technology; and/or
- provide professional or consultancy services with recognised standing across or outside of the University.

Judgement and Problem Solving

Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, which may include a requirement to draw together the interests of several functional or specialist areas. An employee may provide strategic advice at Divisional/Faculty level or equivalent.

Supervision and Independence

An employee will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area, and have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.

Organisational Relationships and Impact

An employee will be expected to apply a thorough knowledge of:

- University wide policies;
- the external environment (e.g.; government legislation, codes , guidelines and requirements); and/or
- diverse research and teaching activities (e.g.; at the level of a large School), to have a substantial influence on policy development or to manage or coordinate a number of programs.

LEVEL 9

Education, Training and Experience

Perform duties at a skill level that requires:

- extensive management expertise and supporting experience; or
- postgraduate qualifications and extensive relevant experience ; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform tasks involving:

- a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs; and
- responsibility for or impact on significant resources.

Judgement and Problem Solving

Responsible for developing or implementing systems , services or programs (including priorities, policies and procedures) within broad statements of role objectives where responsibilities have been substantially delegated. An employee will have independence in the allocation of resources within constraints established by senior management.

Supervision and Independence

Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available.

Organisational Relationships and Impact

Take a leading operational role in the development or review of policies or programs. Plan and undertake significant liaison, consultation and negotiation for the development, modification or implementation of changes to policies or practices. An employee will apply a comprehensive knowledge of related programs.

LEVEL 10

Education, Training and Experience

Perform duties at a skill level that requires:

- experience and expertise in the management of significant human and material resources; or
- experience and expertise in the provision of strategic policy advice affecting the direction of the University; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

Task

Perform tasks requiring the conceptualisation, development, review and accountability for the operation of major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources.

Judgement and Problem Solving

Be accountable for the achievement of objectives and management of programs affecting a significant organisational area at Faculty level or equivalent. An employee may be an influential contributor to decisions over the allocation or use of substantial resources, and have responsibility for managing substantial contract obligations or a substantial budget, including the discretion to re-allocate funds or priorities within a budget.

Supervision and Independence

An employee may have either:

- substantial management responsibility, usually for diverse activities; or
- work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.

Organisational Relationships and Impact

Taking into account the views and interests of other employees, an employee will:

- carry operational responsibility (i.e., be the catalyst or driving force) for the development or significant amendment of policies or systems at Faculty level or higher; or
- bring a multi-perspective understanding to the development, communication, marketing or implementation of new policies or programs.

SCHEDULE VI
CSU MINIMUM STANDARDS FOR ACADEMIC LEVELS

Minimum standards for levels of academic staff are set out in this Schedule. Minimum standards for academic levels (MSAL) are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

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

Mainstream 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 his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the University, at a level appropriate to the skills and experience of the employee, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the University. 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 his or her 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 his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the University.

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 he or she will make original contributions, which expand knowledge or practice in his or her 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. He or she 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 University.

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 provide leadership and foster excellence in research, teaching and policy development in the academic discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her 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 University and within the community, professional, commercial or industrial sectors.

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

Research 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. He or she will undertake administration primarily relating to his or her activities at the University.

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 his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated 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 his or her field of study or research, which are recognised as outstanding nationally or internationally.

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

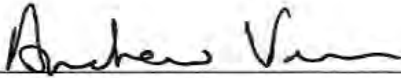
Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field or research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within the University and his or her discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

SIGNATORIES TO THIS AGREEMENT

Signed for and on behalf of **CHARLES STURT UNIVERSITY** by **Vice-Chancellor and President**



25/10/18

Professor Andrew Michael Vann

Date

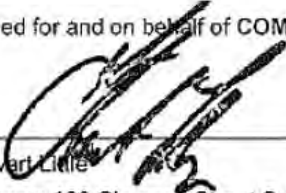
Address: Panorama Avenue, Bathurst, NSW, 2795

The Vice-Chancellor has the authority to sign the Enterprise Agreement by virtue of the Charles Sturt University Act 1989 (Section 20) and in accordance with the University Council Policy on Delegations and Authorisations (Schedule 4 – HR4)

in the presence of



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



25-10-18

Stewart Little

Date

Address: 160 Clarence Street Sydney NSW 2000

The NSW State Branch Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of the Community and Public Sector Union

in the presence of



Signed for and on behalf of **NATIONAL TERTIARY EDUCATION INDUSTRY UNION** by **General Secretary**



25 October 2018

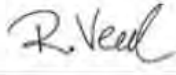
Matthew McGowan

Date

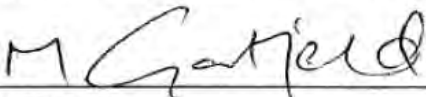
Address: 1st Floor, 120 Clarendon Street Southbank VIC 3205

The General Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of the National Tertiary Education Union

in the presence of

Renee Veal 

Signed for and on behalf of **UNITED VOICE** by **NSW Branch Secretary**



25/10/18

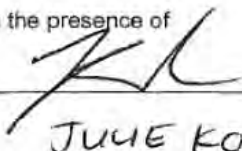
Mel Gatfield

Date

Address: Level 1, 187 Thomas Street Haymarket NSW 2000

The NSW Branch Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of United Voice

in the presence of


JULIE KORLEVSKA

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2018/6019

Applicant: Charles Sturt University

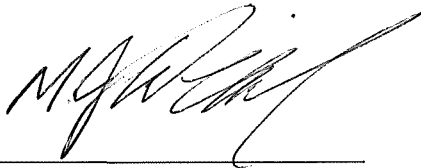
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190 of Fair Work Act

I, Malcolm Wilson, Director, Workplace Relations for Charles Sturt University give the following undertakings with respect to the Charles Sturt University Enterprise Agreement 2018 – 2021 (the Agreement):

1. I have the authority given to me by Charles Sturt University to provide these undertakings in relation to the application before the Fair Work Commission.
2. **Annualised rates – Clause 27.1:** Noting that annualised rates are only available under Clause 27 for Professional/General Staff, the University undertakes that reconciliations will occur as follows:
 - a) For each employee paid an annualized salary, the University will undertake a reconciliation, at two month intervals, to establish whether, for work performed under the Agreement in the preceding two months, the employees' total wages were less than or equal to the total wages the employee would have been entitled to under the Higher Education Industry – General Staff – Award 2010.
 - b) Where the reconciliation establishes that an employee on an annualized salary has been paid the same or less under the Agreement than they would have been paid under the Award for performing the same work, the employee will be paid in the following pay period the difference between the wages payable under the relevant Award and the wages paid under the Agreement over the two month period plus 1% of the difference.
 - c) Any reconciliation payment will be identified and paid in the following fortnightly pay.
3. **Professional/General Casual rates of pay (Schedule B):** The University undertakes that, for the purposes of Schedule II Part B, where it relates to a casual staff employed on Student Rate 1 and Student Rate 2, and where the Higher Education Industry – General Staff Award 2010 provides a greater entitlement than the Agreement, the University will pay the Award rate plus an additional 1% of that rate.

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

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

Signature

17 April 2019

Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.