



The University of Sydney

***Academic & Teaching
Staff Agreement***

2003 - 2006

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PART A: TITLE AND ARRANGEMENT

1. Title

This Agreement is called the University of Sydney Academic and Teaching Staff Agreement 2003 – 2006.

2. Arrangement

See Contents page.

3. Definitions

- 3.1 ‘The Act’ means The Workplace Relations Act 1996, as amended or its successor.
- 3.2 ‘Academic staff member’ means a person employed as a member of the University’s academic staff.
- 3.3 ‘Arbitrator’ means a person who may or may not be a staff member of the University, who is knowledgeable about industrial relations and who, as agreed by the parties, will act in the role of arbitrator for the purposes of this Agreement.
- 3.4 ‘Casual’ means a person who is engaged and paid by the hour.
- 3.5 ‘Clause X’ means a clause of this Agreement, unless otherwise specified.
- 3.6 ‘Commission’ means the Australian Industrial Relations Commission.
- 3.7 ‘Conditions Award’ means Universities and Post-Compulsory Academic Conditions Award, 1995.
- 3.8 ‘Consultation’ means a process in which the parties exchange information about a matter or issue, hold discussions to explain points of view and take into account the views of the parties. Consultation does not necessarily mean that agreement will be reached. If agreement is not reached, reasons will be given.
- 3.9 ‘Continuous employment’ means a period of employment under an unbroken contract of employment (or an unbroken series of contiguous contracts) with the University including periods of paid and unpaid leave. Under this Agreement, continuous employment includes breaks in service of up to two months for the purpose of qualifying for long service leave, and may include up to three months in certain circumstances for the purpose of calculating years of service for redundancy severance payments. In the case of Research Only staff, continuous employment includes breaks in service of up to six months for the purpose of qualifying for long service leave. In all circumstances, the period of the break will not be counted as service.
- 3.10 ‘Delegated Officer’ means the substantive, temporary or acting occupant of a position which has delegated authority from the University’s Delegations of Authority document.
- 3.11 A ‘Fractional contract’ is one where the staff member works a defined percentage of the full-time load.

- 3.12 'Head of department' (including head of an administrative unit) means either the head of an academic department/school or the manager or supervisor of an organisational unit or non-academic department, who has the delegated authority for the deployment of staff and budgetary responsibility.
- 3.13 'HECE Award' means the Higher Education Contract of Employment Award 1998.
- 3.14 'HECE MOA' means the Memorandum of Agreement between the University of Sydney and the National Tertiary Education Industry Union and the Community and Public Sector Union signed on 2 December 1998, re matters in relation to the implementation of the Higher Education Contract of Employment Award, 1998, at the University of Sydney.
- 3.15 'Immediate family' means:
- 3.15.1 a partner or former partner of the staff member; and
 - 3.15.2 a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother, and/or step-sister of the staff member, or the staff member's partner, or of a former partner of the staff member;
- where 'partner' means the husband or wife of the staff member, or the other party to a de facto relationship with a staff member, and includes same sex partners.
- 3.16 'Joint Consultative Committee (JCC)' means the Academic Staff Joint Consultative Committee, or in the CET Schedule the CET Joint Consultative Committee (CET JCC).
- 3.17 'Negotiate' means that there will be discussions between the parties with the intention of reaching agreement.
- 3.18 'Performance Management and Development (PM&D)' means the University's Performance Management and Development (PM&D) Program. The Program consists of the University's Performance Management and Development Policy and Procedures as amended from time to time.
- 3.19 'Redeployment Officer' means a staff member of the University who is responsible for the redeployment of a staff member whose position has been declared redundant.
- 3.20 'Reviewer' means a staff member with delegated authority from the head of department/ school to conduct Performance Management and Development (PM&D) evaluations within the department/school.
- 3.21 'Salary' means the annual rate of payment that a staff member receives on the basis of his or her classification (pro-rata where applicable). For the purpose of calculating all leave and termination payments (other than superannuation payments), salary includes any loadings and allowances which have been paid on a regular and continuous basis up to the time of taking leave or termination, but does not include any extraneous payments.
- 3.22 'Schedule' means a schedule which forms part of this Agreement, unless otherwise specified.
- 3.23 'Supervisor' means a person with delegated authority to act on behalf of the head of department.
- 3.24 'Union' means the National Tertiary Education Industry Union (NTEU).

3.25 'Union Official' means a person holding office in or who is employed by a Union, or a branch of a Union, which is a party to this Agreement.

3.26 'University' means the University of Sydney.

4. Operation of Agreement

This Agreement will take effect on and from the beginning of the first pay period commencing on or after the date of certification by the Commission and will operate until its nominal expiry date of 30 June 2006.

5. Application

5.1 There is a total exclusion from all terms of this Agreement for the following categories of academic staff:

5.1.1 all academic staff employed at the level of Dean or above and who receive a salary and salary loadings of more than 133.33% of a Level E salary (\$149,354 as of 9 December 2003, and adjusted from time to time to reflect salary movements, including salary rises contained in Enterprise Agreements - see Clause 14.1), and

5.1.2 all academic staff employed in other senior management posts and who receive a salary and salary loadings of more than 150% of a Level E salary (\$168,027 as of 9 December 2003, and adjusted from time to time to reflect salary movements, including salary rises contained in Enterprise Agreements - see Clause 14.1).

5.2 This Agreement applies to all academic staff of the University who receive salary at or below the amount specified in Clause 5.1.

6. Parties to the Agreement

The parties to this Agreement are:

- the University of Sydney (the University); and
- the National Tertiary Education Industry Union (NTEU).

7. Binding Effect

This Agreement is binding on:

- the University of Sydney;
- the academic staff employed by the University of Sydney to whom this Agreement applies;
- language teachers employed by the University of Sydney to whom Schedule 2 of this Agreement applies; and
- the NTEU.

8. No Extra Claims

The parties agree that there will be no extra claims during the life of this Agreement on matters covered by this Agreement, except where otherwise allowed for in this Agreement.

9. Availability

A copy of this Agreement will be kept in an easily accessible place at each campus of the University and will be available for inspection by staff members. A copy of the Agreement will be placed on the University's Personnel website.

10. Awards and Agreements

10.1 This Agreement replaces and rescinds the *University of Sydney (Academic and Teaching Staff) Enterprise Agreement, 1999 - 2002*.

10.2 This Agreement operates in conjunction with the Awards listed in (a) to (e) below:

- a) Higher Education Academic Salaries Award, 2002
- b) Higher Education Contract of Employment Award, 1998
- c) Teachers (English Language Centres of Australian Universities) Conditions of Employment Award, 1998
- d) Tertiary Education Superannuation Scheme (TESS) – Superannuation Award 1988
- e) Universities and Post Compulsory Academic Conditions Award, 1999

11. Anti-Discrimination

The University is committed to non-discriminatory employment practices. The University agrees to consult with the Unions on gender related equity issues and to provide the Unions access to data about pay equity, annually on request, excluding any information which may identify individual staff members.

12. Consultation about University Policies

12.1 During the life of this Agreement, the University will maintain and/or develop and review the following policies in consultation with the Unions and through the University's collegial processes:

- 12.1.1 Intellectual Property; a review will look at appropriate measures to recognise and protect the Intellectual Property rights of all parties.
- 12.1.2 Harassment and Discrimination Resolution; a review will look at the adequacy of current procedures and processes in dealing with instances of workplace bullying, which may include behaviour aimed to demean, humiliate or intimidate staff either as individuals or as a group.
- 12.1.3 On-line teaching and learning; a review will look at appropriate measures to ensure that on-line teaching and learning are developed with appropriate advice and training of academic staff.

12.2 Any individual disputes arising from the implementation of these policies will be resolved through the Grievance Settlement Procedure. Further, the University will develop and maintain a specific fair and transparent mechanism to resolve any disputes which may arise from the implementation of any one or more of the above policies.

- 12.3 Any disputes concerning consultation in regard to the development and/or review of the Intellectual Property, Harassment and Discrimination Resolution, and On-line Teaching and Learning policies will be dealt with by the Joint Consultative Committee (JCC).
- 12.4 There is no access to the Industrial Dispute Settlement Procedure of this Agreement for any dispute which may arise from the development, review and/or implementation of the policies referred to in 12.3.

13. Objectives

13.1 Statement of intent

The University's roles and values, the context in which it operates and the goals towards which it strives are described in the University's Strategic Plan.

13.2 The University's activities are shaped by its core goals and values.

13.2.1 Core goals:

- quality teaching and learning;
- excellence in research;
- internationalisation;
- engagement with industry and the professions;
- effective management;
- service to the community;

13.2.2 Core values:

- institutional autonomy;
- recognition of the importance of ideas;
- intellectual freedom to pursue critical and open inquiry, and social responsibility;
- tolerance, honesty and respect as the hallmarks of relationships throughout the University community and underpinning high standards of ethical behaviour; and
- understanding the needs and expectations of those whom it serves and striving constantly to improve the quality and delivery of its services and access to those services.

13.3 The initiatives in this Agreement have been negotiated to:

- 13.3.1 provide a rewarding, fair, flexible and harmonious working environment for staff; and
- 13.3.2 place the University in a strong position to face the challenges in the Higher Education Sector and continue to achieve its strategic goals and priorities.

13.4 This Agreement reflects the values of the University and, along with the University's Code of Conduct, promotes the highest ethical and moral standards for the University and its staff in the performance of their roles and duties. The University and its staff are required to observe that the hallmarks of relationships within the University are based on tolerance, honesty and respect for others.

13.5 Guidelines for appropriate conduct are contained in the University's Code of Conduct and the NTEU Code of Ethics.

PART B: REMUNERATION

14. Salaries and Related Matters

14.1 Increases in salaries and casual rates of pay

This Agreement provides for the following salary and casual rates of pay increases for academic staff:

- payment of a 4% increase which was paid from the first pay period on or after 2 May 2003;
- payment of a further 2% increase which was paid from the first pay period on or after 28 November 2003;
- payment of a further 2.5% increase from the first pay period on or after 1 May 2004;
- payment of a further 2.5% increase from the first pay period on or after 1 November 2004;
- payment of a further 2.5% increase from the first pay period on or after 1 May 2005;
- payment of a further 2.5% increase from the first pay period on or after 1 November 2005;
- payment of a further 2% increase from the first pay period on or after 1 June 2006.

The salaries and casual rates of pay for staff which reflect these increases are set out in Schedule 1 – Salaries, Casual Rates and Allowances.

14.2 Bonus payment

- 14.2.1 The following bonus payment will be paid on the first full pay period to commence on or after the date that the parties certify this Agreement.
- 14.2.2 A bonus of \$1000 will be paid to full-time staff, with a pro-rata payment to fractional staff.
- 14.2.3 No bonus will be paid to casuals.

14.3 Payment of salaries

- 14.3.1 The University will arrange for staff to be paid their salary (including allowances and overtime), on a fortnightly basis.
- 14.3.2 The salaries will be paid by electronic funds transfer into a bank account nominated by the staff member.
- 14.3.3 The University will provide each staff member with a statement of salary on or before each pay day. The contents of this statement will be consistent with the requirements of the NSW Industrial Relations Act, 1996 (as amended from time to time).

15. Public Holidays

- 15.1 A staff member (other than a casual) will be paid at the ordinary rate of pay for the following holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

and all other proclaimed Public Holidays for the State of New South Wales.

- 15.2 The first working day after Boxing Day public holiday will be treated by the University as a public holiday in lieu of the August Bank Holiday.
- 15.3 A fractional staff member will be paid for public holidays occurring on days which he or she would normally have worked, for the proportion of time he or she would normally have worked.

16. Superannuation

- 16.1 The University will maintain the current arrangements for superannuation in respect to access to schemes and contribution rates including complying with any provisions of the TESS Award that are in effect at the date of certification of this Agreement. Any changes to the current arrangements will only occur following agreement between the parties.
- 16.2 The effect of this clause will lapse on the nominal expiry date of this Agreement.

17. Remuneration Packaging

- 17.1 The University has a voluntary system of remuneration packaging for all staff except casuals. 'Remuneration' is salary plus benefit/s. 'Benefit/s' are non-cash financial advantage/s to a staff member or a payment made by the University to a third party on behalf of a staff member.
- 17.2 A staff member may negotiate a remuneration package with the University in which he or she receives benefit/s in lieu of part of his or her salary.
- 17.3 The University and a staff member must enter into a written agreement which sets out the conditions of any remuneration package.
- 17.4 An agreement will end if the monetary value of the benefit/s becomes greater than the salary which would be payable if the staff member had not taken benefits in lieu of salary.
- 17.5 The University or a staff member may end an agreement by giving notice in writing under the terms of his or her remuneration packaging agreement.
- 17.6 Any payment payable to a staff member by the University during or at the end of his or her employment will be calculated by referring to the salary which would be payable if he or she had not taken benefits in lieu of salary.

18. Incremental Progression

- 18.1 A staff member is eligible for consideration for progression to the next salary step of his or her academic level on the anniversary of his or her appointment to his or her position following twelve months paid service. In order for incremental progression to occur, the staff member must have had a PM&D evaluation.
- 18.2 At the beginning of an incremental progression cycle a staff member and his or her supervisor will determine:
 - 18.2.1 reasonable performance objectives for the staff member for the cycle, based on clearly stated performance objectives, which may involve training and development; and
 - 18.2.2 how and when the staff member's performance will be reviewed within the PM&D program.
- 18.3 Incremental progression may only be deferred if a staff member receives an overall rating of 'not meeting performance objectives'.
- 18.4 A decision to withhold a salary increment must be authorised by the relevant supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond. A copy of the staff member's response will be placed on the staff member's personnel file.

PART C: THE ROLE OF ACADEMIC STAFF, ACADEMIC CLASSIFICATIONS AND RELATED ISSUES

19. The Role of Academic Staff

- 19.1 An academic staff member (other than a research only academic staff member) is expected to contribute to:
- 19.1.1 academic teaching and learning programs;
 - 19.1.2 scholarship, research, professional and community service activities; and
 - 19.1.3 the administration of a department, Academic Organisational Unit or other organisational unit and/or an interdisciplinary area.
- 19.2 The typical duties of an academic staff member will vary from time to time but should be consistent with the Standards for Academic Levels (see Clause 21 Academic Classifications) and the academic activities and related provisions of this clause.
- 19.3 Academic staff (other than research only academic staff) are expected to contribute to teaching (including preparation and marking), research, scholarship, administration and professional activities.
- 19.4 Research only academic staff are expected to perform only research activities, and their associated administrative duties, but may undertake occasional but not regular teaching activities (eg. the occasional lecture/seminar) as may be appropriate to the discipline.
- 19.5 An academic staff member is expected to support the role of the University as a place of independent learning and thought, where ideas may be put forward and reasoned opinion expressed freely.
- 19.6 Academic staff members should:
- 19.6.1 perform their duties diligently and honestly;
 - 19.6.2 display a duty of care to their students; and
 - 19.6.3 act in a way which ensures the efficient and effective expenditure of public money.
- 19.7 Guidelines for appropriate conduct by academic staff are contained in the University of Sydney Code of Conduct and the NTEU Code of Ethics.

20. The Rights of Academic Staff and the Values of the University

- 20.1 Academic staff members have the right to:
- 20.1.1 pursue critical and open inquiry;
 - 20.1.2 participate in public debates and express opinions about issues and ideas related to their discipline area and about the institution within which they work or higher education issues more generally;
 - 20.1.3 participate in decision making structures and processes within the University;
 - 20.1.4 participate in professional and representative bodies, including trade unions;

- 20.1.5 teach, promote learning, assess and develop curricula;
 - 20.1.6 undertake research and produce publications;
 - 20.1.7 engage in community service without fear of harassment, intimidation or unfair treatment; and
 - 20.1.8 express unpopular or controversial views, but this does not mean that they have a right to harass, vilify or intimidate.
- 20.2 At all times academic staff are required to observe that the hallmarks of relationships within the University are based on tolerance, honesty and respect for others.

21. Academic Classifications

Typical standards for levels of academic staff, other than a casual employee, are set out as follows. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the 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.

Teaching and Research Academic Staff

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop 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 staff member, engage in scholarly, research and/or professional activities appropriate to his or her professional discipline, and undertake administration primarily relating to his or her activities at the University. The contribution to teaching of Level A academics shall 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 co-ordinate 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. He or she may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the University provided that this is consistent with a reasonable and overall workload.

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. He or she may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the University provided that this is consistent with a reasonable and overall workloads.

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. This may include the co-ordination of a large award program or a number of smaller award programs of the University provided that this is consistent with a reasonable and overall workload.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the University and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, 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 a leading 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 some 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 his or her University, 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 of 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, their 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.

22. Research Only Staff

- 22.1 The parties will negotiate new and consistent nomenclature and classification of Research Only staff. This will be implemented within six months of the date of the certification of this Agreement.
- 22.2 Where there is a break of six months or less between a contract expiring with the University and the University offering a new fixed-term contract to a Research Only staff member, the University will consider such breaks in employment as not breaking the continuity of service for the purpose of long service leave (although the period of the break will not be counted as service).

23. Academic Appointments and Promotions

- 23.1 The University's academic appointments policy and academic promotion policy are determined by the Academic Board from time to time following wide consultation. These policies also take into account these standards in the context of creating

the description of standards to be used in establishing appropriate criteria for appointments and promotion.

- 23.2 The University will continue to engage in a process of wide consultation prior to any changes to the academic promotion policy being determined by the University from time to time.
- 23.3 The University will continue to run annual academic promotion rounds.

PART D: MODES OF EMPLOYMENT

24. Contract of Employment

- 24.1 As a general principle staff will be employed under a single contract of employment. Staff may be engaged on one of the following types of employment:
- continuing
 - fixed term, or
 - casual
- 24.2 Full time and fractional staff are permitted to engage in casual employment with the University in addition to their normal duties where there is no impact on their normal work performed and provided that this is by mutual agreement and that the casual work continues for a period of less than a semester. For periods equal to or greater than a semester, a variation in the contract of employment will be required.
- 24.3 No staff member will be engaged on multiple fixed-term or continuing contracts simultaneously, and if such instances occur, the University will consolidate these contracts into a single contract of employment. Staff who engage in casual employment will do so in accordance with the casual academic conditions of employment of this Agreement.
- 24.4 The grievance and/or disputes resolution procedures as set out in this Agreement will be used to resolve any potential disadvantage to a staff member from the operation of an additional contract.

25. Letter of Appointment

- 25.1 Staff offered continuing or fixed-term employment will be given a letter of appointment which will specify the type of employment, the classification level and salary, and whether the position is full-time or fractional. If the position is fractional, the contract will specify the percentage of the full-time load to be worked.
- 25.2 Staff offered a casual engagement will be given a contract of engagement in accordance with the provisions of clause 32, Casual Academic Employment.
- 25.3 The University will consult with staff and with the Union prior to the policies and processes of:
- 25.3.1 probationary review for continuing and fixed-term contracts; and
 - 25.3.2 confirmation of continuing appointments;
- being determined from time to time by the Academic Board.

26. Continuing Contract of Employment

- 26.1 Continuing employment means that the contract of employment contains a commencing date and no end date or no contingency upon which the contract will come to an end.
- 26.2 A continuing contract of employment may be either for a full-time or a fractional load. In the case of a continuing fractional contract, the salaries, allowances, award,

legislative, agreement and policy entitlements due to an equivalent full-time staff member apply to the fractional staff member on a proportionate basis.

27. Probation

- 27.1 For the purposes of this Agreement and for the purposes of Section 170CC and Regulation 30B of the Workplace Relations Act, 1996, (as amended and including its successor/s) a reasonable probationary period for a continuing academic appointment (both full-time and fractional) is:
- 27.1.1 a minimum of 6 months which will not extend beyond 12 months;
 - 27.1.2 provided that Selection Committees and Probation Review Committees may recommend to the Delegated Officer that the period of probation be waived or reduced as appropriate.
- 27.2 The successful completion of probation requires a PM&D evaluation with an overall rating of 'satisfactory' or higher.
- 27.3 A staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either extend the period of probation, or terminate the employment upon or before the expiry of the period of probation.
- 27.4 If the University decides to terminate the employment upon or before the end of the period of probation, the staff member will receive 26 weeks notice or payment in lieu thereof, provided that if the employment is terminated for serious misconduct this clause does not apply.
- 27.5 During the probationary period the Unsatisfactory Performance provisions of this Agreement do not apply and the employee is subject to the University's academic probation policies and procedures.

28. Confirmation of a Continuing Appointment

- 28.1 The University may confirm a staff member's appointment as a continuing academic appointment (full-time or fractional). For the purposes of that confirmation, the University will specify a further period of time during which the staff member will be subject to the University's academic probation policies and procedures, and will not be subject to the Unsatisfactory Performance provisions of this Agreement.
- 28.2 For the purposes of 28.1, a reasonable period of time is a minimum of 3 years which will not extend beyond:
- 28.2.1 5 years for Level A staff; and
 - 28.2.2 4 years for Level B and above staff.
- 28.3 Selection Committees and Continuing Appointment/s Probation Review Committee/s may recommend to the Delegated Officer that the period of confirmation for a continuing appointment may be waived or reduced as may be deemed appropriate.
- 28.4 The requirements for confirmation of a continuing appointment will be specified in the contract of employment, and the staff member will be advised of, and given an

opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either:

- 28.4.1 extend the period prior to review of confirmation; or
- 28.4.2 terminate the employment upon or before the expiry of the period prior to confirmation of a continuing appointment.

28.5 The successful completion of confirmation requires a PM&D evaluation with an overall rating of ‘satisfactory’ or higher.

28.6 If the University decides to terminate the employment during the period prior to confirmation of continuing appointment, the staff member will receive 26 weeks notice or payment in lieu thereof.

29. Fixed-Term Contracts of Employment

A fixed-term contract of employment means a contract offering employment for a specified term or ascertainable period, for which the contract of employment will specify the starting and end date of that employment, or in lieu of a finishing date will specify the circumstance(s) or contingency relating to an externally funded contract offered in accordance with sub-clause 29.8, upon the occurrence of which the contract of the employment shall expire.

29.1 Fixed-term contracts either full-time or fractional

A fixed-term contract of employment may be either for a full-time or a fractional (part-time) load. In the case of a fractional contract the salaries, allowances, legislative, award and agreement entitlements due to an equivalent full-time staff member apply to the fractional staff member on a proportionate basis.

29.2 The University will only employ academic staff on a fixed-term contract of employment in accordance with sub-clause 29.8 below. The contract will specify the type of fixed-term contract being offered.

29.3 During the period of employment the contract will not be terminated by the University other than during, or at the completion of, the probationary period, or for cause based upon serious or wilful misconduct of the staff member in accordance with the provisions of this Agreement.

29.4 Staff may be employed on an externally funded fixed-term contract, in accordance with sub-clause 29.8.2, which incorporates a contingency rather than an end date. In the event that the contingency is invoked and the position is terminated, the University will provide appropriate notice and enhanced severance payments as agreed in accordance with the provisions of Part I, Separation Provisions, of this Agreement.

29.5 Notice of Renewal of Contract

- 29.5.1 The University will provide the following notice when a fixed-term contract of employment is to be renewed:

Period of Continuous Service	Notice of Renewal (weeks)
Up to 3 years	2
3 < 5 years	3
5 years or over	4

29.6 Provisional notice of renewal of contract

Where there are circumstances relating to the provision of specific funding to support the employment contract which are external to the University and beyond its control, the University may not reasonably be able to give the notice required in sub-clause 29.5 above. In such circumstances the University will not have breached this sub-clause provided that:

- 29.6.1 those circumstances are advised to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- 29.6.2 the notice of renewal (or non-renewal) is then given at the earliest practicable date thereafter.

29.7 Probation for fixed-term contracts

- 29.7.1 For the purposes of this Agreement and for the purposes of Section 170CC and Regulation 30B of the Workplace Relations Act, 1996, (as amended and including its successor/s) a reasonable probationary period for a fixed-term academic appointment (both full-time and fractional) is a minimum of 6 months which will not extend beyond 12 months.
- 29.7.2 Staff who are employed on fixed-term contracts which are externally funded may serve a probationary period of up to 12 months.
- 29.7.3 The successful completion of probation requires a PM&D evaluation with an overall rating of 'satisfactory' or higher.
- 29.7.4 The probationary requirements will be specified in the contract of employment and the staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either:
- a. extend the period of probation; or
 - b. terminate the employment upon or before the expiry of the period of probation.
- 29.7.5 If the University decides to terminate the employment upon or before the expiry of the period of probation, the staff member will receive:

- a. for contracts of less than 12 months, 13 weeks notice or payment in lieu thereof; or
- b. for contracts of 12 months or more, 26 weeks notice or payment in lieu thereof.

29.7.6 Where employment is terminated for serious misconduct, sub-clause 29.7.5 above does not apply.

29.7.7 During the period of probation, the procedures for Unsatisfactory Performance of this Agreement do not apply, and the staff member is subject to the University's academic probation policies and procedures.

29.8 Types of fixed-term contracts of employment

The University will only offer fixed-term contracts of employment where a staff member will be engaged in work activities that come within the description of one or more of the following circumstances:

- 29.8.1 Specific Task or Project, which means a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame.
- 29.8.2 External Funding, which means a period of employment which is provided for from identifiable funding external to the University, at a level greater than 50% of the costs of the position (including on-costs). The source of the external funding must be linked to the position.
 - a. External funding does not include part of an operating grant from the Government, nor is it funding comprised of payments of fees made by or on behalf of students, including HECS students, and overseas and local fee paying students.
 - b. External funding also includes short-term and non-discretionary bequests and income received by:
 - the Centre for Continuing Education, and
 - the Health Sciences and Veterinary Clinics, and
 - other units as agreed by the University and the Union from time to time

provided that where there has been a significant change in the funding base of the unit, either the University or the Union may give the other party 12 months notice of its withdrawal from agreement in relation to a specific unit.

29.8.3 New Organisational Area, which means an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.

Fixed-term employment under this category may be used for up to three years from the date of commencement of a new organisational area, and fixed-term contracts or positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than

three years and not less than one year. Such fixed-term contracts will be offered as convertible contracts in accordance with sub-clause 29.9.

29.8.4 Sudden and Unanticipated Increase in Enrolments

Where an academic unit experiences a sudden unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment.

Fixed-term employment under this category may be used for up to three years from the date of the sudden and unanticipated increase in enrolments, and fixed-term contracts or positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than three years and not less than one year. Such fixed-term contracts will be offered as convertible contracts in accordance with sub clause 29.9.

29.8.5 Disestablished Area, which means an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed-term contract of up to two years.

29.8.6 Research, which means work activity by a staff member engaged on research only functions for a contract period of up to five years.

29.8.7 Replacement Staff Member, which means a staff member undertaking work activity replacing a continuing or fixed-term staff member for a definable period for which the latter staff member is on authorised leave of absence. It also means a staff member employed:

- a. to replace a staff member who has resigned or retired, where the position has been advertised or approved for advertisement. In this circumstance the replacement staff member can be employed on nomination for a limited period of up to six months (with the possibility of an extension for a further period of six months). This category of replacement staff member may only be used once for each vacancy that occurs;
- b. to cover the difference in hours arising where a staff member has returned from a period of parental leave and wishes to be employed on a fractional basis for a defined period; or
- c. to replace a staff member who has been seconded or temporarily transferred either within or outside the University for a defined period.

29.8.8 Recent Professional Practice. This applies where a curriculum in professional or vocational education requires that the work be undertaken by an academic staff member who has recent practical or commercial experience. Such a person may be engaged for up to three successive contracts within a total period of employment of up to five years.

29.8.9 Pre-retirement contract, which applies where a continuing full-time or fractional staff member declares that it is his or her intention to retire. In these circumstances a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of fixed-term employment for a period of up to five years.

29.8.10 Postgraduate Student (see also 29.10 Postgraduate Fellowships)

- a. A fixed-term contract may be adopted as the appropriate type of employment for a student (which means a person enrolled as a full time or part time postgraduate student at this University), provided that
 - i. a contract for work activity is not otherwise detailed in this clause, and
 - ii. the work activity is within the student's academic unit or an associated research unit of that academic unit, and is work generally related to an award course that the student is undertaking within the academic unit.
- b. The contract 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; or when the student either receives advice of his or her final results or receives his or her award from the University, whichever is the later.
- c. An offer of fixed-term employment under this clause must not be made on the condition that the person offered the employment undertake the studentship. This is subject to the requirements of sub-clause 29.10.2 for Postgraduate Fellowships.

29.8.11 Senior Management Contracts

The University may employ on a fixed-term contract of employment those academic staff who are employed in senior academic management positions equivalent to the level of Dean or above, and who receive a base salary (including responsibility loading) of between \$121,712 per annum and \$149,354 per annum (as at 9 December 2003) and adjusted from time to time to reflect salary movements including salary rises contained in enterprise agreements.

29.8.12 Contracts entered into prior to 2 December 1998

- a. The University may engage a staff member for a single further period of fixed-term employment where that staff member's current contract, as of 2 December 1998:
 - i. was/is their initial contract with the University; and
 - ii. was entered into prior to 30 June 1998; and
 - iii. provided that the staff member could be offered a renewal of the contract, subject to on-going funding and need for the position.
- b. If it is judged by the University that there is insufficient funding or need for the position then the position will lapse when the contract expires, and notice and/or severance payments will apply according to the provisions of clause 63, Notice and Severance Payments for the Non-Renewal of Fixed-Term Contracts.

- c. In cases where the University offers an additional period of employment, that period of employment will not be counted towards eligibility for conversion to a continuous appointment.

29.8.13 Staff who have been employed on a fixed-term contract or contracts of employment in accordance with sub-clauses 29.8.2, 29.8.6 and 29.8.12 above, and who have been employed on a continuous paid basis for more than 10 years, and whose contract is not renewed or does not continue, will receive enhanced severance payments as per the provisions of Clause 64.

29.9 Conversion of Certain Contracts

29.9.1 Where staff have been employed on fixed-term contracts in a new organisational area or to meet a sudden and unanticipated increase in enrolments, the University will designate such appointments as convertible fixed-term appointments. The option to invoke convertibility to a continuing appointment will in each case be decided by the University through an assessment six months prior to the expiry of the contract.

29.9.2 A convertible fixed-term appointment will normally be for a period of three years and will not be for a period of less than one year.

29.10 Postgraduate Fellowships

29.10.1 The University may offer postgraduate fellowships during the life of this Agreement. A postgraduate fellowship is a fixed-term fractional contract in accordance with sub-clause 29.8.10 above.

29.10.2 A postgraduate fellowship shall only be available to a student enrolled on a full-time basis for a Masters degree or Doctoral degree. Subject to sub-clause 29.10.4, remaining enrolled as a student on a full-time basis will be an essential condition of the continuation of a postgraduate fellowship, and this will be expressly stated in each contract given to a postgraduate fellow.

29.10.3 A postgraduate fellow shall be appointed for no less than two years and no more than five years provided that the postgraduate fellow must successfully complete a probation period of no more than six months. For the purposes of this clause, two years is assessed to be sufficient time to complete a Masters course on a full-time basis, whilst five years is intended to allow completion of a Doctorate on a full-time basis.

29.10.4 Where a postgraduate fellow successfully completes the requirements for the postgraduate award course for which they were enrolled prior to the expiry date of their current contract he or she shall be entitled to the balance of the contract period as further employment.

29.10.5 A postgraduate fellow will be employed in accordance with the following conditions:

- a. The salary shall be 50% of Level A Step 1 on initial appointment, with progression to the next highest step of Level A on an annual basis, in accordance with the provisions of clause 18 Incremental Progression and subject to satisfactory progress in his or her designated higher degree.
- b. Further, all other entitlements available to a full-time Level A fixed-term appointment apply on a pro-rata basis eg leave, etc.

- c. The total workload of a postgraduate fellow should be consistent with the University's policies relating to postgraduate enrolment.
 - d. A postgraduate fellow may only be expected to deliver up to six tutorials per week during semester or some equivalent mix of tutorial and demonstration contact hours (eg four tutorials and six demonstrations) with associated marking and examination responsibilities.
 - e. A postgraduate fellow will not normally be expected to deliver lectures, but may be allocated lecturing duties provided that these do not exceed more than six lectures per year.
 - f. All other provisions of this Agreement shall apply unless otherwise specified.
- 29.10.6 Before the nominal expiry date of this Agreement, the University will provide a report to the Union about the operation of the postgraduate fellowships. The parties will then consult and review the operation of the postgraduate fellowship system to determine whether it shall be continued or otherwise amended in the next enterprise agreement.

30. Indigenous Australians Employment Strategy

- 30.1 A representative committee will be established within the first six months after the date of certification of this Agreement to oversee the introduction of an indigenous employment and conditions strategy across the University. The composition of the committee will be agreed by the parties to this Agreement.
- 30.2 Key elements of a revised Indigenous Employment Strategy will include the following elements.
- 30.2.1 The establishment of a University-wide target for indigenous employment. Such target will encompass the 25 entry-level general staff positions and the eight trainee/cadet positions set out in the strategy, as well as setting a minimum target for indigenous academic appointments in the University's three Academic Colleges.
 - 30.2.2 A commitment to indigenisation of the Koori Centre, Yooroang Garang and other designated program areas. In the first instance indigenisation will be pursued by giving priority to indigenous appointments to fill vacancies and/or new jobs as they arise. Such action will be accompanied by revised selection and appointment procedures designed to encourage and promote indigenous application consistent with the University's Indigenous Employment Strategy.
 - 30.2.3 A review of current senior management with responsibility for indigenous matters with a view to pursuing an appointment of a senior indigenous staff member at professorial level with overall responsibility for indigenous employment, policy, student and educational matters. The parties recognise that final determination of such an appointment (including the timing of the appointment, its level and its interaction of other indigenous matters) will be dealt with through the University's collegial academic processes and will include consideration of the desirability of an appointment at Pro-Vice-Chancellor (PVC) level.

- 30.2.4 Acknowledgment of indigenous community work as part of workloads for indigenous academic and general staff, on the basis that the current workload practices of the Koori Centre will be applied to encompass the community obligations of indigenous staff members in other areas of the University.
- 30.2.5 The representative committee established to oversee an enhanced Indigenous employment strategy will also provide advice to the University and the Union on other employment conditions matters where specific recognition of Indigenous knowledge, learning and community links is relevant. This will include advice on selection and assessment processes, the application and monitoring of workload models, promotion and classification criteria, the development of position descriptions and the use of Indigenous languages.
- 30.2.6 The University will provide up to five days special paid leave for cultural/ceremonial obligations at the discretion of the supervisor, as per Part F Leave.

31. Australian Workplace Agreements

The University may offer Australian Workplace Agreements in accordance with the Workplace Relations Act, 1996.

32. Casual Academic Employment

- 32.1 Casual academic employment means an academic staff member engaged by the hour and paid on an hourly basis. The total casual loading for academic staff will be 25% from the beginning of the first pay period on or from the date of certification of this Agreement. This loading is in lieu of benefits which a casual staff member is not eligible to receive. Casual academic staff are not entitled to any form of leave provided by this Agreement.
- 32.2 The University will not systematically increase the level of casual academic employment during the life of the Agreement.
- 32.3 The parties agree that as of December 2002 the University's expenditure on its casual academic staff was 11.5% of its annual academic salaries bill. This is calculated by dividing the total salaries paid to casual academic staff by the total salaries paid to all academic staff expressed as a percentage. There will be no increase in this percentage, except as adjusted for the effects of Clause 32.1 during the life of this Agreement.
- 32.4 The parties recognise that the salary increases in this Agreement provide for a higher percentage increase for casual academic staff than for the majority of other academic staff. Where the proportion of University expenditure on casual academic salaries exceeds the figures referred to in sub-clause 32.3 above solely as a result of this factor, the parties agree that the provisions of sub-clauses 32.2 and 32.3 will not be regarded as having been breached.
- 32.5 The parties will consult through the JCC to review data on salary expenditure and will conduct a six monthly review of the proportion of expenditure on casual academic staff.
- 32.6 If it is identified that the level of casual employment has increased beyond the figure specified in sub-clause 32.3, the parties will consult regarding appropriate measures to remedy the situation. Such measures may include the creation of new fixed-term or continuing positions in accordance with this Agreement.

- 32.7 When recruiting casual academic staff members, a department will create an eligibility list from the following:
- 32.7.1 the current postgraduate or honours students of the relevant Department;
 - 32.7.2 specific advertisements for casual employment, either internal or external;
 - 32.7.3 through appropriate professional channels, in the case of professional faculties;
 - 32.7.4 eligible former academic staff.
- 32.8 The casual academic staff member will be given a contract of engagement which informs the staff member of the terms of engagement at the time of the appointment in relation to:
- 32.8.1 the duties required;
 - 32.8.2 the number of hours required;
 - 32.8.3 the rate of pay for each class of duty required;
 - 32.8.4 a statement that any additional duties required during the term of engagement will be paid for;
 - 32.8.5 details of the University as the employer;
 - 32.8.6 the sources from which the conditions of employment are derived;
 - 32.8.7 the staff member's supervisor/the person to whom the staff member reports;
and
 - 32.8.8 any other relevant information.

An example of a pro forma casual instrument of appointment appears at Schedule 3.

- 32.9 Casual academic staff members are paid in accordance with the casual academic rates contained in this Agreement.
- 32.10 Casual academic staff will be paid on a fortnightly basis, and within 22 days of a pay claim being submitted to the University.
- 32.11 Casual academic staff members receive employer superannuation contributions in accordance with the Tertiary Education Superannuation Scheme (TESS) Superannuation Award, 1993 or the Superannuation Guarantee Levy.
- 32.12 Other than the exceptions listed in sub-clause 32.15 below, the University will only employ academic staff on a casual basis for lectures, tutorials or demonstrations for up to 0.6 of the time of the teaching contact hours expected of a full-time staff member of similar designation within the department.
- 32.13 Where it is brought to the attention of the University that the number of casual teaching hours for one semester or more exceeds the local 0.6 ratio, the staff member concerned will be paid equivalent (including superannuation) to a relevant fractional staff member for a period of 20 weeks for each semester in which the staff member has exceeded the local 0.6 ratio, less the amounts already paid to the staff member for casual work in that

semester. In the event that the staff member is subsequently employed by the University, the semester/s concerned will count as service for all relevant purposes.

- 32.14 When responding to an offer of casual employment, the staff member must disclose any other academic employment which he or she currently undertakes or anticipates he or she will be undertaking at the University.
- 32.15 As there are no academic staff of similar designation, the provisions of sub-clause 32.12 do not apply to casual teaching staff members engaged in the following areas and/or in the following classifications:
- 32.15.1 Visiting instrument and voice teachers of the Conservatorium of Music;
 - 32.15.2 Specialist language teachers of the Language Centres in the Faculty of Arts and elsewhere who are not involved in the teaching of award courses;
 - 32.15.3 The skills tutors for students of the Koori Centre and Yooroang Garang, the Mathematics Learning Centre and the ATAS Tutors;
 - 32.15.4 Visiting Artists of the College of the Arts;
 - 32.15.5 And any other part of the University or classification/group of staff as may be agreed by the University and the Union from time to time.
- 32.16 Where possible the University will provide casual academic staff with access to a desk, a pigeonhole, electronic communication and photocopying facilities.

PART E: ACADEMIC WORKLOADS

33. The arrangement of work

- 33.1 There should normally be a balance of academic activities within a staff member's workload, although this requirement may be varied by agreement between an academic staff member and his or her Head of Department.
- 33.2 In the interests of their development, early career academic staff should be assigned a fair and equitable teaching load consistent with the local workload allocation policy.
- 33.3 An academic staff member should not be required to undertake face-to-face teaching duties on public holidays or on weekends. This requirement may be varied by agreement between an academic staff member and his or her Head of Department.
- 33.4 An academic staff member should not be required to undertake face-to-face teaching duties after 9:00p.m.
- 33.5 An academic staff member should not be required to undertake face-to-face teaching duties over a span of greater than eight hours in any one day. This requirement may be varied by agreement between an academic staff member and his or her Head of Department.
- 33.6 An academic staff member should not be required to undertake face-to-face teaching duties in more than two University semesters in any year. This requirement may be varied by agreement between an academic staff member and his or her Head of Department. (A University semester is to be defined as the usual length of time for the completion of a single unit of study in that discipline).
- 33.7 Any member of the academic staff who believes that they have not been allocated a fair workload should refer to the grievance procedure outlined in Clause 68, Grievance Settlement, of this Agreement. Where no agreement is reached in the discipline or an individual grievance cannot be resolved by the relevant College workload monitoring committee the matter may be referred to the dispute settlement procedure.

34. Academic Workloads

- 34.1 A framework for the management of academic workloads will be based on the policy and initiatives developed during the life of the last Agreement¹. This will be based on the local workload allocation policy that has or is being developed within each academic unit. The local workload allocation policy should be generally understood and supported by the majority of academic staff of the unit.
- 34.2 The framework will provide for establishing within each discipline area the specification of a notional number of hours and/or spread or range of teaching hours to be worked by academic staff over either one or both semesters or an 'effective maximum teaching load', transparent and equitable methods of distributing teaching and research activity between academic staff, and a mechanism to enable each academic staff member to have his or her workload reviewed.
- 34.3 The notional number of hours and/or spread or range of teaching hours to be worked by academic staff over either one or both semesters or the 'effective maximum teaching load' is determined at the local level as a benchmark based on the needs of the staff and the students in¹ the context of the discipline.

¹ See the University's *The Management of Staff Workloads*, April 2001, policy document.

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- 34.4 The notional number of hours or the ‘effective maximum teaching load’ will be consistent with the guidelines agreed between the University and the Union in accordance with this clause.
- 34.5 The framework will assume a distributional pattern of 40:40:20 for teaching and teaching-related duties, research/scholarship and other activity to be achieved over an academic year unless it is agreed that a longer period is more appropriate. This framework should be used to underpin the conceptual and operational framework of locally devised allocation models. Variations for an academic unit would need to be negotiated in terms of the particular discipline, the local context and the strategic priorities of the University. Variations from the ideal 40:40:20 distribution for individuals may be based on factors such as personal strengths and interests, career development opportunities, and work balance over an academic year unless it is agreed that a longer period is more appropriate.
- 34.6 The Agreement will provide for the establishment of college-based workload monitoring committees in the context of overall quality assurance. These committees will monitor the workloads of the academic units within the college, with a view to analysing the relative workloads of each unit and assuring academic unit and individual allocations of academic workloads consistent with the ‘effective maximum teaching loads’.
- 34.7 In the context of overall quality assurance, college-based workload monitoring committees will be set up six months after certification of this Agreement. The membership of each college workload monitoring committee will comprise of:
- Four Management Representatives which may include the:
- Pro-Vice-Chancellor of the College (or nominee) as chair;
 - College Administrative Manager;
 - Dean;
 - Head of School; and
- Three staff representatives elected by staff²
- 34.8 The parties agree that the workload monitoring committees will take into account a range of factors including:
- Modes of delivery
 - The levels of course taught
 - Supervision of staff and students
 - Research
 - The number of students taught, including class size and EFTSU load
 - Staff development requirements, including the needs of new staff
 - Field work supervision
 - Internal and external professional work
 - Administration
 - Overseas teaching
- 34.9 The parties agree that the conceptual and operational principles of the framework for the management of academic workloads will not be subject to the dispute settlement procedures of this Agreement. Where no agreement is reached in the department or an

²Elected means nominated and chosen by staff by vote or other methods of selection. Where the number of nominations received exceeds three (3), staff in the college will be canvassed, eg. by an all College academic staff email, to express their preference

individual grievance cannot be resolved by the relevant College workload monitoring committee the matter may be referred to the dispute settlement procedure.

PART F: LEAVE**35. A Year of Employment**

For the purposes of Part F, unless otherwise defined, a year of employment means 12 months of paid service commencing from the staff member's anniversary date of appointment. This applies to all forms of leave except for Defence Forces Training Leave.

36. Annual Leave and Annual Leave Loading

36.1 Eligibility for annual leave

- 36.1.1 A staff member will be eligible for four weeks' annual leave paid at the rate of his or her ordinary rate of pay for each 12 months of paid service.
- 36.1.2 Staff will be paid their normal salary during any absence on annual leave.
- 36.1.3 Staff will be paid their normal salary for any Public Holiday which occurs during a period of annual leave.
- 36.1.4 A casual is not entitled to annual leave or annual leave loading.
- 36.1.5 Periods of leave without pay taken within the 12 month period of service do not count as service when calculating annual leave.
- 36.1.6 Where a staff member has taken long service leave on half pay, then annual leave will accrue at half rate during the period of the long service leave taken.

36.2 Taking annual leave

- 36.2.1 The parties encourage staff to take their annual leave within six months of the date that staff become eligible to take the leave.
- 36.2.2 Annual leave will normally be taken at a mutually convenient time.
- 36.2.3 Annual leave may be taken in one consecutive period, or in shorter separate blocks by mutual agreement.
- 36.2.4 The University and the staff member may agree to accrued annual leave being taken in broken periods during and/or after each 12 months of service.
- 36.2.5 A staff member can accumulate up to 20 days annual leave entitlement.
- 36.2.6 Any annual leave taken must not exceed the proportion of the year's annual leave which the staff member has accrued at the date of the commencement of the annual leave, other than staff employed on fixed-term contracts.
- 36.2.7 The Head or Delegated Officer may reasonably direct a staff member to take a minimum of 10 days annual leave within any 12 month cycle at a time convenient to the University. As far as is practicable, the University will consider the wishes of the staff member when arranging the time for the taking of annual leave.
- 36.2.8 The University will advise a staff member when he or she has accrued a leave balance of 20 days, including that he or she is required to reduce the balance below 20 days within three months of this advice.

- 36.2.9 Any amount of annual leave accumulated in excess of 20 days will be forfeited. However, the staff member must first be:
- a. advised by the Head or Delegated Officer that he or she should take annual leave;
 - b. advised in writing that his or her leave will be forfeited if not taken within three months; and
 - c. given the opportunity to take the leave.
- 36.2.10 In those instances where a staff member is unable to reduce her or his leave balance within the three month time frame, the staff member is required to reach an agreement with his or her Head or Delegated Officer for a plan to take the leave over a longer period, which will be up to a maximum of 12 months. This plan must be approved by the Dean.
- 36.2.11 If a staff member has failed to take the leave or to negotiate a leave plan, and he or she still has an annual leave balance in excess of 20 days by the end of the specified three month period, the leave in excess of the 20 days will be forfeited.
- 36.2.12 The requirement for staff to take all leave in excess of 20 days does not apply to leave arrangements negotiated with the Head and approved by the Pro-Vice-Chancellor for annual leave which was accrued prior to 30 June 2000.
- 36.3 Interaction with sick leave
- If a staff member who is eligible for sick leave produces a medical certificate showing that he or she has been sick for a period of one week or more during an absence on annual leave, the University will re-credit the staff member with an equivalent period of annual leave and debit the staff member's sick leave entitlement, except for annual leave taken immediately prior to his or her notified retirement, resignation or termination of employment.
- 36.4 Leave arrangements at the end of employment
- 36.4.1 Staff are normally expected to take all of their accrued leave prior to the end of their employment with the University.
- 36.4.2 A staff member will be paid in lieu for any annual leave to which he or she is entitled at the time of ending his or her employment but this does not include leave forfeited under sub-clause 36.2 above. This payment will be calculated at the staff member's ordinary rate of pay at the date of the end of his or her employment.
- 36.4.3 Unless otherwise required by law, if a staff member dies, the monetary value of all of his or her annual leave will be paid to his or her legal personal representative, unless it is paid by the University to the staff member's widow or widower or to the guardian of the infant children of the staff member.
- 36.5 Annual leave loading
- 36.5.1 A staff member is entitled to an annual leave loading payment which will be 17.5% of the value of four weeks annual leave.

- 36.5.2 Annual leave loading is paid at the ordinary rate of pay applicable as of 30 November of each year and will be paid in one payment in December of each year. However, the payment will not exceed the loading calculated on the Level C, Step 3 salary rate.
 - 36.5.3 Annual leave loading is not paid for broken service during a year. For example, if a staff member resigns and then is re-employed during the same year, annual leave loading is calculated from the date of re-employment.
 - 36.5.4 Staff who have not completed 12 months' continuous paid service by 31 December of each year will be paid pro-rata annual leave loading, based on the number of completed months of continuous paid service in that year, and subject to the maximum payment detailed in sub-clause 36.5.2.
 - 36.5.5 If the employment of a staff member ends for any reason except for misconduct, the staff member will be paid pro-rata annual leave loading for any annual leave which has accrued. The amount of pro-rata annual leave loading will be calculated to the nearest completed month, subject to the maximum payment detailed in sub-clause 36.5.2.
 - 36.5.6 Staff whose employment terminates prior to 31 December in any year will receive a pro rata annual leave loading payment for the number of completed months of continuous paid service in that year, subject to the maximum payment detailed in sub-clause 36.5.2.
- 36.6 Confirmation of annual leave entitlement for staff employed prior to 1 January 2000
- 36.6.1 Prior to 1 January 2000, all academic staff who did not receive an updated annual leave balance on their payslip, and who had an accrued entitlement of untaken annual leave, were required to advise their Head of Department/SDO of the details of their untaken annual leave/accrued entitlement.
 - 36.6.2 Academic staff whose annual leave entitlement was recorded on the PPB system and detailed on their payslip had details of their entitlement transferred to the Peoplesoft HR system when it was introduced.
 - 36.6.3 Where the details of the accrued entitlement were agreed, the Head of Department/SDO confirmed the details and advised the relevant Personnel Team.
 - 36.6.4 Staff had until 30 June 2000 to take all of their annual leave which had accrued up to and including 31 December 1999, or to reach agreement with their Head of Department/SDO for longer term arrangements for the taking of the accrued leave. Any agreement reached was recorded and a copy provided to the staff member and placed on file.
 - 36.6.5 If a staff member and his or her Head of Department did not reach agreement on the details of the staff member's accrued leave entitlement, and/or the method for taking accrued annual leave, the matter will be referred to the grievance and/or industrial dispute resolution procedures at Clause 67 Industrial Dispute Settlement and clause 68 Grievance Settlement.

37. Bereavement Leave

- 37.1 The University may give a staff member paid leave because of the death of an immediate family member.

- 37.2 A staff member is entitled to up to three days paid bereavement leave a year.
- 37.3 Bereavement leave cannot be taken during any other period of leave.
- 37.4 The University may grant additional bereavement leave if the circumstances justify it.

38. Carer's Leave

- 38.1 Carer's leave is leave to care for a family member who is ill or incapacitated.
- 38.2 A staff member must have responsibility for the care of a family member, who may be either a member of the staff member's household or an immediate family member. Staff members with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.
- 38.3 A staff member may convert five days of his or her sick leave entitlement each year to carer's leave and accumulate up to a maximum of ten days in two years under the provisions of Clauses 46.3, 46.4 and 46.7 Sick Leave.
- 38.4 When converting sick leave to carer's leave, a staff member must provide a medical certificate for illness or incapacity of the family member for absences of five consecutive working days or more.
- 38.5 A staff member who is absent on carer's leave must (if practicable):
 - 38.5.1 tell the University within 24 hours of the start of absence that he or she cannot attend work;
 - 38.5.2 state the nature of the illness or incapacity of the family member; and
 - 38.5.3 state the estimated time he or she will be absent.
- 38.6 To assist staff with family responsibilities a head of department may agree to a staff member:
 - 38.6.1 taking up to two weeks annual leave in single days;
 - 38.6.2 taking unpaid leave to enable him or her to care for a family member who is ill or incapacitated; and/or
 - 38.6.3 working 'make up' time where he or she may do additional work to make up for time taken.

39. Defence Forces Training Leave

- 39.1 The University will grant a staff member who serves on a part-time basis in the Australian Defence Forces Reserves paid leave to attend Defence Forces training as follows.
 - 39.1.1 Annual training
 - a. Navy - 13 calendar days each calendar year.
 - b. Army - 14 calendar days each calendar year.
 - c. Air Force - 16 calendar days each calendar year.

39.1.2 School, class or course of instructions

- a. Navy - 13 calendar days each calendar year.
- b. Army - 14 calendar days each calendar year.
- c. Air Force - 16 calendar days each calendar year.

39.2 The University may grant a staff member a maximum of four days additional leave each year if his or her commanding officer states in writing that additional training is necessary.

39.3 The University may allow a staff member to take further leave to attend training as annual leave or leave without pay.

39.4 The University may refuse a staff member's application to attend training if it is not convenient for the University at the time. However the University must give the staff member leave to attend equivalent training.

40. Emergency Services Leave

The University may grant three days emergency services leave to a staff member who is a member of a voluntary emergency services organisation which is an accredited organisation defined within the NSW State Emergency and Rescue Management Act to assist in fire fighting or other forms of emergency assistance and to undertake related training. The University may grant additional emergency services leave as needed. When requested to do so by the University, staff will provide documentary evidence of their membership, training requirements and call-outs attended.

41. Indigenous Staff - Cultural and Ceremonial Leave

The University may grant indigenous Australian staff up to an additional five days special paid leave for the staff member to attend indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their supervisor.

42. Jury Service

42.1 A staff member who is required to serve on a jury will notify his or her supervisor as soon as possible of the date/s when he or she is required.

42.2 The staff member will give his or her supervisor proof of his or her attendance.

42.3 The staff member may choose to:

42.3.1 apply for special leave, and if such leave is granted the staff member will reimburse the University all of the monies he or she receives from the Sheriff's Office other than the travelling expenses, or

42.3.2 apply for leave without pay, and if such leave is granted the staff member may keep all of the monies he or she receives from the Sheriff's Office; or

42.3.3 keep the monies received from the Sheriff's Office and be reimbursed by the University for an amount equal to the difference between what he or she received from the Sheriff's Office for jury service, and his or her normal salary for the duration of the jury service.

43. Leave Without Pay

- 43.1 The University may agree to a staff member taking leave without pay and the conditions under which it is taken.
- 43.2 A staff member must apply for the leave in writing stating the circumstances which support the application.
- 43.3 Leave without pay will not be counted as service for any purpose (except as allowed for in sub-clause 44.4.3 Long Service Leave and sub-clause 45.12.1b Parental Leave). However, leave without pay does not break continuity of service.

44. Long Service Leave

- 44.1 A staff member (except a casual) will be entitled to long service leave as follows:
 - 44.1.1 after a total of ten years service (continuous or broken), three months leave on full pay or six months leave on half pay;
 - 44.1.2 after a total of 15 years service (continuous or broken), four months and 15 calendar days leave on full pay or nine months leave on half pay;
 - 44.1.3 a total of between ten and 15 years service (continuous or broken), leave will accrue proportionately as in sub-clause 44.1.1;
 - 44.1.4 after a total of 15 years service (continuous or broken), in addition to leave as set out in sub-clause 44.1.2, leave will accrue proportionately at the rate of two months and 15 calendar days on full pay, or five months on half pay, for each completed five years of employment;
 - 44.1.5 if a staff member has five years continuous paid service within his or her current employment relationship with the University (which may include a series of contiguous contracts), but less than ten years continuous paid service, and his or her employment is terminated by:
 - a. the University, for any reason other than serious and wilful misconduct; or
 - b. the staff member because of illness, incapacity or domestic necessity; or
 - c. the staff member's death;

the staff member (or in the case of sub-clause (c.) above, his or her estate) will be entitled to a proportional amount of long service leave, based on three months for 15 years employment.
- 44.2 If a staff member was entitled to long service leave under sub-clauses 44.1.1 to 44.1.4, but before taking the leave his or her employment ends, he or she will be entitled to be paid the monetary value of the leave entitlement. This entitlement will be calculated at the rate of salary which the staff member was receiving immediately before the employment was ended.
- 44.3 Unless otherwise required by law, if a staff member dies the monetary value of the long service leave will be paid to the legal representative unless it is paid to the staff member's widow or widower or guardian of the staff member's infant children.

- 44.4 For calculating service under sub-clause 44.1:
- 44.4.1 any period of leave without pay will not count as service for deciding if a staff member has ten years service;
 - 44.4.2 any period of leave without pay taken before completing ten years service will not count as service;
 - 44.4.3 any period of leave without pay of six months or less taken after completing ten years service will count as service;
 - 44.4.4 any period of leave taken to serve in the Australian Defence Force will count as service;
 - 44.4.5 if a staff member takes another form of leave on half-pay, his or her annual leave will accrue at half the rate for the period of the other form of leave taken.
- 44.5 If a staff member started employment with the University on or after 1 January 1974 his or her eligibility for long service leave will be determined by recognising his or her prior continuous employment with NSW Universities, and with any other Australian Universities which give transferability of employment for long service leave.
- Provided that:
- 44.5.1 continuous paid employment with other Australian Universities before 1 January 1969 will not count towards eligibility for long service leave;
 - 44.5.2 if a staff member has taken long service leave or is eligible to be paid or has been paid in lieu by the releasing University, the staff member will not accrue leave for the period of employment with the releasing University for which leave has been paid or is eligible to be paid; the period will be included as qualifying employment for deciding when the staff member is eligible to take long service leave;
 - 44.5.3 employment will not be deemed to be broken for deciding long service leave if there is no more than two months between the end of employment with the releasing University and the start of employment with the receiving University; however the period between the two contracts of employment will not be taken into account when calculating employment for long service leave; and
 - 44.5.4 a staff member must have at least five years continuous paid employment with the University before he or she can take long service leave, or receive pay in lieu on ending employment; however payment in lieu will be made if a staff member dies, retires after the age allowed for retirement under the rules of the staff member's superannuation fund, or receives an invalid or breakdown pension under the provisions of his or her superannuation fund.
- 44.6 Long service leave must be taken at a mutually agreed time. If an agreement cannot be reached between the staff member and his or her supervisor or the head of department the matter will be referred to the Delegated Officer with the responsibility for staffing.
- 44.7 A staff member who was given more favourable long service leave conditions before 18 October 1989 will not be disadvantaged for any period of employment before that date.

- 44.8 The University may agree to a staff member taking long service leave in advance after the staff member has completed at least seven years continuous employment. This leave in advance may be taken as one month on full pay or two months on half pay only.
- 44.9 The University may direct staff who have more than 15 years paid service for the purpose of long service leave to take some or all of the leave that is in excess of the staff member's 12.5 year balance, and reduce the staff member's balance to 12.5 years entitlement. Staff are required to take the leave at a mutually agreed time, provided that agreement will not be unreasonably withheld.

45. Parental Leave

45.1 Definitions of words contained in this clause.

45.1.1 'Child' means:

- a. a child (or children from a multiple birth) born to a staff member or a staff member's partner; or
- b. a child who is placed with a staff member through an adoption process and who:
 - i. is less than five years of age;
 - ii. is not the birth child of the staff member; and
 - iii. has not lived continuously with the staff member for six months or longer.

45.1.2 'Expected date of birth' means the date certified by a medical practitioner or midwife to be the date on which a staff member or his or her partner is expected to give birth.

45.1.3 'Expected date of placement' means the date on which an adopted child is expected to be placed with the staff member.

45.1.4 'Full or half-time salary' means the full or half-time salary of the staff member's substantive position.

45.1.5 'Parental leave' means an unbroken period of leave that includes the following types of leave:

- a. adoption leave;
- b. maternity leave;
- c. partner leave;
- d. special maternity leave.

45.1.6 'Partner' means the partner of a staff member and includes a de facto and/or same sex partner.

45.1.7 'Primary care giver' means a staff member who has provided a statutory declaration confirming that he or she has primary responsibility for caring for his or her child.

45.1.8 'Week' means a five-day working week.

45.2 General principles

- 45.2.1 A staff member's total absence on parental leave will not exceed 52 weeks from the date of commencement of the leave.
- 45.2.2 A staff member's total absence on parental leave will not exceed 52 weeks from the date of birth (or placement) of the child.
- 45.2.3 All paid maternity leave and parental leave not accessed within 52 weeks of the date of birth (or placement) of the child will be forfeited.
- 45.2.4 If a public holiday falls in a period of parental leave, it counts as part of the parental leave.
- 45.2.5 If a public holiday falls in a period of paid parental leave, the staff member will be paid the same rate for the public holiday as the rate paid for the parental leave.
- 45.3 Unpaid parental leave
- 45.3.1 A staff member may take up to 52 consecutive weeks of unpaid parental leave, less any period of paid leave taken.
- 45.3.2 A staff member may apply for annual leave or long service leave instead of unpaid leave, provided that the total absence does not exceed 52 weeks.
- 45.3.3 A casual who:
- a. has worked for the University on a regular and systematic basis for at least 12 months; and
 - b. has a reasonable expectation of ongoing employment on a regular and systematic basis;
- may take up to 52 consecutive weeks of unpaid parental leave in connection with the birth or adoption of a child.
- 45.4 Maternity leave
- 45.4.1 A female staff member who has less than 12 months continuous paid service at the expected date of birth is entitled to paid maternity leave at the rate of one week for each completed calendar month of service.
- 45.4.2 A female staff member who has 12 months or more and two years or less continuous paid service at the expected date of birth is entitled to:
- a. 14 weeks maternity leave at full pay; or
 - b. 28 weeks maternity leave at half pay.
- 45.4.3 A female staff member who has more than two years continuous paid service at the expected date of birth is entitled to maternity leave or equivalent benefits to the value of 36 weeks salary comprising:
- a. 14 weeks maternity leave at full pay; and
 - b. the equivalent value of 22 weeks at full pay, which may be taken as:

- i. 38 weeks maternity leave at 0.6 FTE; or
 - ii. a funded return to work program which may include a mix of:
 - staff development opportunities (including funding or time release for further study);
 - research funding;
 - access to conference leave; or
 - other return to work assistance approved by the University; or
 - iii. a combination of sub-clause 45.4.3bi. and bii.; or
 - iv. leave by her partner, provided that her partner:
 - works for the University; and
 - will be the primary care giver for the child.
- 45.4.4 All paid maternity leave will be paid at the female staff member's salary.
- 45.4.5 All paid maternity and parental leave and/or equivalent benefits to the value of 36 weeks salary which are not accessed within 52 weeks of the date of commencement of the female staff member's leave will be forfeited.
- 45.4.6 If the female staff member's salary changed temporarily due to her moving to a reduced hours position/arrangement because of her pregnancy, maternity leave will be paid at the female staff member's salary immediately prior to the reduction in hours.
- 45.4.7 A female staff member may apply for a lesser period of paid leave, in which case the balance of the leave is forfeited.
- 45.4.8 A female staff member must give the University:
- a. at least ten weeks notice of the expected date of birth; and
 - b. at least four weeks prior to the commencement of maternity leave, an application for leave that includes:
 - i. notice of the date on which maternity leave is expected to start and finish;
 - ii. a certificate from a medical practitioner or midwife stating the expected date of birth; and
 - iii. details of how she wishes to access her maternity leave (including any details of return to work assistance).
- 45.4.9 A staff member is not entitled to maternity leave earlier than 14 weeks prior to the expected date of birth. A staff member may access other forms of leave prior to that date.

45.4.10 A staff member is not entitled to commence paid maternity leave more than 14 weeks after the date of birth (or placement) of the child.

45.4.11 A female staff member whose child is stillborn is entitled to a maximum of 14 weeks paid maternity leave. A medical certificate must be provided.

45.5 Special maternity and sick leave

A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, if her pregnancy terminates before the expected date of birth, or for a pregnancy-related illness. A medical certificate must be provided.

45.6 Partner leave

45.6.1 A staff member may apply for an unbroken period of up to one week of unpaid leave at the time of the birth of his or her child ('short partner leave').

45.6.2 A staff member may apply for a further unbroken period of unpaid leave to be the primary care giver for the child ('extended partner leave').

45.6.3 A staff member must give the University:

- a. at least ten weeks notice of his or her intention to take extended partner leave; and
- b. at least four weeks prior to the commencement of partner leave, an application for leave that includes:
 - i. notice of his or her intention to take partner leave;
 - ii. notice of the date on which short or extended partner leave is expected to finish; and
 - iii. a certificate from a medical practitioner or midwife stating that the staff member's partner is pregnant and giving the expected date of birth.

45.6.4 A staff member applying for extended partner leave must also give the University a statutory declaration giving:

- a. the period of extended leave sought; and
- b. advice confirming that the staff member will be the primary care giver during the period of leave.

45.6.5 Adoption leave

- a. The provisions of sub-clauses 45.4.1 to 45.4.7 Maternity Leave and 45.6.1 to 45.6.3 Partner Leave apply to a staff member who is adopting a child.
- b. As per 45.6.2, a staff member may take a further unbroken period of unpaid leave to be the primary care giver for the child ('extended adoption leave').

- c. A staff member may apply for up to two days unpaid leave to attend compulsory interviews or examinations for the adoption process.
- d. A staff member must give the University:
 - i. at least ten weeks notice of the expected date of placement; and
 - ii. at least 14 days prior to the commencement of adoption leave, or otherwise as much notice as practicable after notification of the expected date of placement, an application for leave that includes:
 - the date on which adoption leave is expected to start; and
 - the date on which adoption leave is expected to finish.
- e. A staff member applying for extended adoption leave must also give the University a statutory declaration giving:
 - i. the period of extended leave sought; and
 - ii. advice confirming that the staff member will be the primary care giver during the period of leave; and
 - iii. appropriate documentation from the relevant adoption agency concerning the expected date of placement.

45.7 Where both partners work at the University

A staff member's entitlement to parental leave is reduced by any period of parental leave taken by his or her partner in respect of birth or adoption of the same child, other than when 45.6.1 applies.

45.8 Notice of return from parental leave

- 45.8.1 A staff member must give the University at least four weeks notice in writing of the expected date of return to work from parental leave.
- 45.8.2 A notice provided by a staff member under sub-clause 45.4.8b.i will either confirm the date given in the original application for leave or give a new date of expected return.
- 45.8.3 A staff member may apply to extend any period of parental leave once only, provided that the application for extension:
 - a. is in writing;
 - b. is made at least four weeks before the end of the leave previously granted; and
 - c. indicates a new date on which the leave is expected to finish (within the 52 weeks provided by sub-clause 45.2.1).
- 45.8.4 Where information provided by the staff member in his or her original application for leave has changed, the staff member must provide revised documentation to support:

- a. the extension/changes to the leave application; and
- b. any proposed changes to the return to work assistance previously requested.

45.9 Return to work after parental leave

- 45.9.1 A staff member is entitled to return to the position that he or she held immediately before taking parental leave, except that if a female staff member:
- a. was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer; and/or
 - b. began working part-time because of the pregnancy, the position is the position held immediately before the staff member began working part-time; and/or
 - c. immediately before starting maternity leave, was acting in or temporarily performing the duties of a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.
- 45.9.2 A staff member may apply to work part-time for a set period after return from parental leave, before returning to his or her previous full-time position. Any part-time work arrangement that is agreed will be recorded as a variation to the contract of employment between the University and the staff member. The arrangement will specify whether and when the staff member will return to full-time employment.
- 45.9.3 A female staff member may apply to return to work from maternity leave earlier than the leave dates agreed if:
- a. the pregnancy terminates without the birth of a living child; or
 - b. the staff member gives birth to a living child but the child later dies.
- 45.9.4 A female staff member who applies to return to work early under sub-clause 45.9.3 must return to work no later than four weeks after the University received her application to return to work.

45.10 Conditions for return to work

- 45.10.1 A staff member who applies to take the equivalent value of 22 weeks at full pay referred to in sub-clause 45.4.3b. will be required to enter into a written agreement with the University requiring him or her to:
- a. return to work for a period of at least 26 weeks following his or her parental/maternity leave; or
 - b. repay all monies received or paid in excess of the 14 weeks paid maternity leave referred to in sub-clause 45.4.3b.
- 45.10.2 Where a staff member does not return to work, the University will deduct the monies to be repaid from any outstanding entitlements that would normally be paid on termination of employment and, if there is any balance, seek reimbursement from the staff member.

45.11 Return to work during parental leave

A staff member may apply to work on a full-time, part-time or casual basis within the period of parental leave, provided that the total period of parental leave does not exceed 52 weeks from the date of commencement.

45.12 Effect of parental leave on employment

45.12.1 An absence of a staff member on unpaid parental leave:

- a. does not break continuity of service;
- b. will not count as service for annual leave, incremental progression or any other purpose (except that six months or less will count for long service leave periods in the case of a staff member with ten years or more paid service).

45.12.2 An absence of a staff member on paid parental leave counts as service for all purposes. Leave taken at less than full pay will affect the accrual of annual leave.

45.12.3 When a staff member is on paid parental leave, the University contributions to the staff member's superannuation fund will be paid, provided that the superannuation scheme allows for such payments.

45.13 Fixed-term appointments

A staff member employed on a fixed-term contract will cease to have an entitlement to parental leave upon the date the contract expires, except:

45.13.1 where the contract expires when a female staff member is at least 20 weeks pregnant and the employment is not continued beyond the expiry date of the contract, the staff member will be entitled to 14 weeks paid maternity leave unless:

- a. she was offered and refused an offer of a further fixed-term contract of employment which was broadly comparable to her existing position; or
- b. a significant majority of the duties and responsibilities of the fixed-term position are no longer being performed; and

45.13.2 where a female staff member is on maternity leave at the time the contract expires and is subsequently offered and accepts a further fixed-term contract of employment, the staff member will retain her entitlement to the balance of the maternity leave.

45.14 Subsequent applications for paid maternity leave

Where a staff member has previously taken the equivalent value of the 22 weeks at full pay referred to in sub-clause 45.4.3b and the staff member becomes pregnant and wishes to take paid maternity leave:

- i. two years or less after completion of the previous period of maternity leave, the staff member is eligible to receive 14 weeks paid maternity leave only;

- ii. more than two years after completion of the previous period of maternity leave, the staff member is eligible to receive the maternity leave referred to in sub-clauses 45.4.2 and 45.4.3.

46. Sick Leave

- 46.1 A staff member (other than a casual) will be entitled to sick leave with pay if he or she satisfies the University that he or she is unable to work because of illness or incapacity.
- 46.2 A staff member is not entitled to be paid sick leave if he or she is being paid workers' compensation.
- 46.3 A staff member with less than one year of continuous service is entitled to two weeks sick leave on full pay.
- 46.4 A staff member with one year or more of continuous service is entitled to ten weeks sick leave on full pay.
- 46.5 If a public holiday which would normally be a working day falls during a period of sick leave, it will be counted as a day of sick leave.
- 46.6 If a staff member has not taken the full amount of sick leave available in the previous year of service, the leave not taken will be added to his or her entitlement on the anniversary of appointment and remain to his or her credit for 12 months from that date.
- 46.7 A staff member who has 20 years or more service will be entitled to sick leave on full pay (to the extent that it is more advantageous than as set out in sub-clauses 46.4 and 46.6) as follows:
 - 46.7.1 two working weeks sick leave for each year of service less the amount of sick leave already taken on full pay;
 - 46.7.2 the maximum sick leave on full pay which may be granted to a staff member under this sub-clause will be the equivalent of one calendar year less the amount of sick leave already taken on full pay.
- 46.8 A staff member may take up to five separate absences on sick leave in one year of service without providing a medical certificate. If he or she has taken more than five separate absences on sick leave he or she must provide a medical certificate for each additional absence.
- 46.9 If any absence on sick leave is for more than three days, a staff member must provide a medical certificate stating the nature of the illness or incapacity.
- 46.10 If a staff member has taken more than four weeks sick leave in any one year of employment the University may require the staff member to be examined by a medical specialist for an opinion on the staff member's medical condition, provided that:
 - 46.10.1 a staff member's head of department may waive the requirements of sub-clause 46.8; or
 - 46.10.2 if a staff member has more than five absences in one year of employment, the University will advise the staff member that he or she must provide a medical certificate for the next absence on sick leave.

46.11 A staff member may apply for additional sick leave if he or she is seriously ill and suffering substantial hardship and has used up all of his or her sick leave entitlement. The staff member must apply in writing to the Delegated Officer responsible for staffing giving supportive evidence including a medical certificate.

46.12 A staff member who is absent because of illness or incapacity must (if practicable):

46.12.1 tell the University as soon as possible and no later than 24 hours from the start of absence that he or she cannot work;

46.12.2 state the nature of his or her illness or incapacity; and

46.12.3 state the estimated time he or she will be absent.

47. Special Leave

47.1 The University may give a staff member special leave for any special purpose.

47.2 A staff member is entitled to up to three days paid special leave a year.

47.3 Special leave cannot be taken during any other period of leave.

47.4 The University may grant additional special leave if the circumstances justify it.

48. Staff Called as Witnesses

48.1 A staff member who has been subpoenaed, summoned or called as a witness will advise his or her supervisor of the required absence. The staff member will either take annual leave, access any banked scheduled days off or time in lieu of overtime, or apply for leave without pay to cover the period of absence.

48.2 A staff member who is required to be a witness in either:

48.2.1 proceedings related to either a University Award or Agreement; or

48.2.2 proceedings on behalf of the University; or

48.2.3 proceedings where the terms of employment of the staff member are the subject of an industrial dispute which has been referred to the Commission for resolution under the terms of this Agreement;

will be regarded as being on duty and will not receive witness fees for the period of time that he or she is required.

49. Union Training Leave

49.1 The University will grant a staff member who is a member of a Union which is a party to this Agreement leave to attend a Trade Union course if it is convenient for the University to do so.

49.2 A staff member's application for leave must include a statement from the Union that it has nominated the staff member and supports the application.

49.3 Leave of up to maximum of six days in any 12 months is allowed.

PART G: PERFORMANCE MANAGEMENT AND DEVELOPMENT**50. Performance Management and Development**

The University's Performance Management and Development (PM&D) Program is the overarching process for performance evaluation including probation and confirmation. PM&D applies to all full-time and fractional staff on continuing appointments and to staff on fixed-term contracts of a period greater than 12 months. The University will continue to consult with the Unions and staff regarding the development and implementation of PM&D.

51. Annual Activities Evaluation

- 51.1 Each staff member should submit an Annual Activities Evaluation (AAE) form to his or her supervisor on an annual basis. The AAE form is to identify the core activities undertaken by the staff member during the previous 12 months. A copy of the AAE form will be kept by the supervisor in a secure location.
- 51.2 The AAE Form may be used in the following processes for assessing the performance of a staff member:
 - 51.2.1 probation review;
 - 51.2.2 confirmation review;
 - 51.2.3 incremental salary progression; and
 - 51.2.4 for other purposes as may be considered appropriate by the University following consultation with the parties.

52. Probation

- 52.1 For the purposes of this Agreement and for the purposes of Section 170CC and Regulation 30B of the Workplace Relations Act, 1996, (as amended and including its successor/s) a reasonable probationary period for a continuing academic appointment (both full-time and fractional) is:
 - 52.1.1 a minimum of 6 months which will not extend beyond 12 months;
 - 52.1.2 provided that Selection Committees and Probation Review Committees may recommend to the Delegated Officer that the period of probation be waived or reduced as appropriate.
- 52.2 The successful completion of probation requires a PM&D evaluation with an overall rating of 'satisfactory' or higher.
- 52.3 A staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either extend the period of probation, or terminate the employment upon or before the expiry of the period of probation.
- 52.4 If the University decides to terminate the employment upon or before the end of the period of probation, the staff member will receive 26 weeks notice or payment in lieu thereof, provided that if the employment is terminated for serious misconduct this clause does not apply.

- 52.5 During the probationary period clause the Unsatisfactory Performance provisions of this Agreement do not apply and the employee is subject to the University's academic probation policies and procedures.

53. Confirmation of a Continuing Appointment

- 53.1 The University may confirm a staff member's appointment as a continuing academic appointment (full-time or fractional). For the purposes of that confirmation, the University will specify a further period of time during which the staff member will be subject to the University's academic probation policies and procedures, and will not be subject to the provisions of Clause 57, Unsatisfactory Performance Procedures.
- 53.2 For the purposes of confirmation, a reasonable period of time is a minimum of three years which will not extend beyond
- 53.2.1 five years for Level A staff, and
- 53.2.2 four years for Level B and above staff,
- provided that Appointment/s Committees and Continuing Appointment/s Review Committee/s have the discretion to waive or reduce the period of confirmation of continuing appointment as may be deemed appropriate.
- 53.3 The successful completion of confirmation requires a PM&D evaluation with an overall rating of "satisfactory" or higher.
- 53.4 The requirements for a continuing appointment to be confirmed will be specified in the contract of employment and the staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either:
- 53.4.1 extend the period prior to review of confirmation; or
- 53.4.2 terminate the employment upon or before the expiry of the period prior to confirmation of a continuing appointment.
- 53.5 If the University decides to terminate the employment during the period prior to confirmation of continuing appointment, the staff member will receive 26 weeks notice or payment in lieu thereof.

54. Incremental Progression

- 54.1 A staff member is eligible for consideration for progression to the next salary step of his or her level on the anniversary of his or her appointment to his or her position following twelve months paid service. In order for incremental progression to occur, the staff member must have had a PM&D evaluation.
- 54.2 At the beginning of an incremental progression cycle a staff member and his or her supervisor will determine:
- 54.2.1 reasonable performance objectives for the staff member for the cycle, based on clearly stated performance objectives, which may involve training and development; and
- 54.2.2 how and when the staff member's performance will be reviewed within the PM&D program.

- 54.3 Incremental progression may only be deferred if the staff member receives an overall rating of 'not meeting performance objectives'.
- 54.4 A decision to withhold a salary increment must be authorised by the relevant supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond. A copy of the staff member's response will be placed on the staff member's personnel file.

55. Staff Development

- 55.1 The University is committed to the on-going development of its staff in the interests of the staff members and the institution.
- 55.2 Staff members will be provided with the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through their participation in:
 - 55.2.1 staff development programs; and
 - 55.2.2 a review of their activities and performance with their supervisor.
- 55.3 Such reviews should occur on an annual basis. Staff members and their supervisors may agree to hold reviews less frequently.
- 55.4 Staff development programs should be compatible with and promote equal opportunity and affirmative action policies, offer staff the opportunity for impartial appraisal of their performance and provide avenues to develop in identified areas where appropriate.
- 55.5 All staff will have access to a range of staff development opportunities.
- 55.6 Staff development programs should include components for:
 - 55.6.1 new staff members;
 - 55.6.2 on-going staff development in teaching, research and academic administration;
 - 55.6.3 training of Chairs and Heads of Departments, schools or other equivalent academic units;
 - 55.6.4 training of supervisors in staff assessment techniques.
- 55.7 In order to facilitate staff development programs the University will maintain a staff development unit and/or units with adequate staff and adequate resources, readily accessible to all levels of staff. It is noted that staff development functions are also undertaken by a range of organisational units.
- 55.8 Organisational unit(s) dedicated to staff development will be staffed by appropriately qualified and experienced academic and professional staff, who will be involved in the development, implementation and supervision of the University's staff development programs.

56. Staff Supervision

- 56.1 Each staff member will have a nominated supervisor, and at the time of taking up a position will be advised in writing of the name and/or position of the nominated supervisor. Academic staff may request the nomination of an alternative supervisor.
- 56.2 The supervisor will be the head of the organisational unit in which the staff member is employed, provided that the relevant Deputy Vice-Chancellor or Pro-Vice-Chancellor may delegate in writing another staff member classified at an appropriate level to be supervisor of one or more staff or group(s) of staff.
- 56.3 Supervisors will provide teaching, research and administrative leadership and are responsible for monitoring the performance of academics and for providing assistance to academics whose performance is assessed as requiring improvement. Wherever possible, supervisors will be competent in the areas of expertise of the academics for whom they are responsible.
- 56.4 The primary purposes of any performance assessment and development process are to:
- 56.4.1 provide assistance to any staff member whose performance is assessed as requiring improvement; and
 - 56.4.2 recognise outstanding performance.
- 56.5 The supervisor is accountable for the assessment and management of a staff member's underperformance. An overall performance rating of "not meeting objectives" may be considered to be underperformance. A rating of underperformance may lead to:
- 56.5.1 the extension and/or non-confirmation of probation and confirmation,
 - 56.5.2 the deferral of an incremental progression; or
 - 56.5.3 a performance improvement plan.
- In the event that the agreed improvement does not occur within a specified time frame, then the management of underperformance may ultimately lead to the implementation of the Unsatisfactory Performance provisions (Clause 57).
- 56.6 A situation where a staff member's performance is assessed as requiring improvement will be resolved through guidance and the setting of an appropriate time-line to achieve this. The time period within which reasonable improvement can be expected will be recorded on the AAE form for purposes of follow up. The supervisor will retain a copy of AAE form for each staff member in a secure location.
- 56.7 Supervisors will be given appropriate training in preparation for assuming the role of supervisor, including in the assessment and development of staff, and in the relevant provisions of this Agreement.
- 56.8 Nothing in this clause prevents an academic staff member who is head of an academic organisational unit which is not a sub-component of any larger academic organisational unit being made directly responsible to the Vice-Chancellor, a Deputy Vice-Chancellor or a Pro-Vice-Chancellor, in which case the terms of sub-clauses 56.1 to 56.2 above will have no application to the academic staff member.

57. Unsatisfactory Performance Procedures

- 57.1 The first principle is that a supervisor must make every effort to resolve instances of unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation, before a possible report to the Delegated Officer or nominee. Such counselling may be in the form of an improvement plan developed at the point where under-performance has been identified through the performance management and development process.
- 57.2 At the request of the staff member, a supervisor must consult with colleagues in the organisational unit before making a formal report to the Delegated Officer.
- 57.3 The first step in the procedure is as follows:
- 57.3.1 where a supervisor is of the view that the performance of a staff member is unsatisfactory, the supervisor will first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement can be expected;
 - 57.3.2 if the supervisor believes it appropriate, he or she will direct the staff member to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance;
 - 57.3.3 a record of the counsel given will be kept and a copy supplied to the staff member concerned.
- 57.4 Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor will make a formal report to the Delegated Officer that the performance of the staff member is unsatisfactory. Such a report will state clearly the aspects of performance seen as unsatisfactory and record the attempts to remedy the problem.
- 57.5 The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member will be entitled to a period of ten working days within which to submit to the Delegated Officer a written response to the supervisor's report.
- 57.6 Upon receipt of the supervisor's report and any written response from the staff member, the Delegated Officer will first satisfy himself or herself that:
- 57.6.1 appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention; and
 - 57.6.2 an adequate opportunity to respond was given; and
 - 57.6.3 a reasonable opportunity has been afforded to remedy the performance problem; and
 - 57.6.4 there has been appropriate consultation with the staff member's colleagues by the supervisor.
- 57.7 The Delegated Officer may then decide to:
- 57.7.1 take no further action; or
 - 57.7.2 refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 57.6 are complied with; or

- 57.7.3 take the appropriate disciplinary action from the following courses of action:
- counselling or giving guidance to the staff member by an appropriate supervisor;
 - giving the staff member a verbal warning;
 - giving the staff member a written warning (including, where appropriate, a final warning);
 - censuring the staff member;
 - withholding a salary increment;
 - demoting the staff member;
 - terminating the staff member's employment.

57.8 A decision to terminate the staff member's employment can only be made by the Vice-Chancellor.

57.9 The Delegated Officer will advise the staff member in writing of any decision made in accordance with sub-clause 57.7 and such a decision will take effect no earlier than five working days from the date of the Delegated Officer's written advice. This is subject to the staff member requesting a review of a decision to demote or terminate the staff member's employment.

57.10 The action of the Delegated Officer under this clause will be final, except that nothing in this sub-clause will be construed as excluding the jurisdiction of the Commission.

57.11 All intermediate steps and decisions taken in accordance with this clause are final (subject to consideration by an Unsatisfactory Performance Committee) and may not be challenged via the Industrial Dispute Settlement Procedures, or the Grievance Settlement Procedures. The final determination is not open to challenge via Clauses 67 Industrial Dispute Settlement and 68 Grievance Settlement.

57.12 Establishment of an Unsatisfactory Performance Review Committee

57.12.1 If the Vice-Chancellor or nominee decides to impose disciplinary action involving the demotion of a staff member, or the termination of the staff member's employment, the staff member may request a review of that decision within five working days of the written advice referred to in sub-clause 57.9.

57.12.2 If the Vice-Chancellor or nominee receives from the staff member a written request for a review of the decision, the Vice-Chancellor or nominee will refer the matter to an Unsatisfactory Performance Review Committee.

57.12.3 The Review Committee will be comprised of one nominee of the Vice-Chancellor or nominee, a nominee of the Union (subject to sub-clause 57.12.6) and a Chairperson from the panel of agreed Chairpersons.

57.12.4 The panel of agreed Chairpersons may be altered by agreement of the University and the Union.

- 57.12.5 In selecting a Chairperson from the list of agreed Chairpersons to consider a particular application for a review, the University will consult with the Union.
- 57.12.6 In the event that, in respect of a request for a review from an academic who is not a member of the NTEU, the NTEU declines to nominate a member of the Review Committee, the Committee shall consist of a Chairperson, a University nominee, and a third member appointed by the Vice-Chancellor or her or his nominee from the panel of agreed Chairpersons.
- 57.12.7 This is on the proviso that the additional member of the panel is willing to serve in the capacity outlined in sub-clause 57.12.6 above, and that there is no conflict of interest, consistent with the University's Code of Conduct.

57.13 Review Committee time-line

- 57.13.1 The Review Committee will be convened within 14 days of the matter being referred to the Chair and should complete its deliberations and submit its report to the Vice-Chancellor or nominee within 28 days.
- 57.13.2 Subject to an application from the Chair of the Review Committee, the Vice-Chancellor or nominee may grant an extension of time.

57.14 Review Committee terms of reference

The Review Committee will consider whether:

- 57.14.1 there is sufficient evidence to support the finding of unsatisfactory performance;
- 57.14.2 the procedures of this clause have been followed; and/or
- 57.14.3 the proposed disciplinary action is commensurate with the level of unsatisfactory performance.

57.15 Review Committee procedures

The Review Committee will conduct its proceedings in accordance with the principles of natural justice and will:

- 57.15.1 provide the staff member with an adequate opportunity to put his or her case, including through the presentation of evidence and/or submissions;
- 57.15.2 take into account such further materials and/or interview any person that it believes appropriate;
- 57.15.3 allow the staff member and/or the Vice-Chancellor, if they so wish, to be assisted or represented by an agent of their choice, who may be a staff member of the institution (subject to the agent's willingness to serve in this capacity) or an officer or employee of the Union. The agent must not be a currently practising solicitor or barrister;
- 57.15.4 ensure that opportunity is made available for the staff member (and/or agent) and the Vice-Chancellor (and/or agent) to:
 - a. see and/or hear all evidence to be considered by the Committee, and

- b. ask questions of any person interviewed by the Committee, and
- c. keep a record of its proceedings and make such record available to the staff member or the Vice-Chancellor or nominee on request.

PART H: EMPLOYMENT SECURITY, CHANGE MANAGEMENT AND JOINT CONSULTATIVE COMMITTEE

58. Employment Security

- 58.1 The University will not seek to reduce the overall size of the workforce during the life of this Agreement.
- 58.2 The University will not systematically increase the level of casual employment during the life of the Agreement (see also Clause 32 Casual Academic Employment).
- 58.3 The University does, however, reserve the right to use targeted redundancies, although as a last resort, as reductions in staff become necessary in some areas where restructuring occurs.
- 58.4 The University will maintain a restructuring assistance fund to be used at the discretion of the Vice-Chancellor, to provide temporary or other financial relief from the impact of restructuring and redundancy at the local level.

59. Joint Consultative Committee

- 59.1 The purpose of the Joint Consultative Committee (JCC) is to provide a forum for consultation between the University and the Union about organisational and workplace change issues, and other industrial matters.
- 59.2 This consultation is consistent with the principles outlined in Clause 60 Managing Change.
- 59.3 The JCC is comprised of up to eight persons, with up to four representing the management of the University and up to four representing the Union. In addition, an industrial officer for each party will normally be present.
- 59.4 University representatives will brief the JCC about the University's strategic direction, including discussions held at Senate, the Academic Board and the Vice-Chancellor's Advisory Committee.
- 59.5 The JCC will also be briefed on the University's budget, including any significant changes to the budget following its submission to the Finance Committee. This will enable the members of the Union to have the opportunity to consider implications for Union members, and provide feedback and input into the University's strategic decision making processes.
- 59.6 The Secretariat for the JCC is the Industrial Relations Office. The Secretariat will distribute the agenda and record minutes of meetings. Agenda items and supporting papers should be tabled through the Secretariat at least four days before each meeting.
- 59.7 The JCC will convene at least once a quarter or more often at the request of one of the parties if there is a need.
- 59.8 The JCC will review and amend the list of mutually agreed arbitrators established for the purposes of this Agreement.

60. Managing Change

- 60.1 ‘Consultation’ means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. Consultation does not necessarily mean that an agreement can be reached. If agreement is not reached reasons will be given.

However, consultation does require that the views of staff members who will be affected by the change, and of the Union, must be taken into account and considered before a decision is made by the University. The aim of consultation is to make changes as smooth as possible for both the University and its staff.

60.2 Principles

The University and the Union agree that:

- 60.2.1 continual change is necessary for the University to maintain and enhance its position as a leading international university;
- 60.2.2 the sound management of workplace change requires consultation with people who will be directly effected by that change for the effective communication of proposed decisions introducing change;
- 60.2.3 there may be informal discussions or consideration of suggestions for change before a change proposal is developed;
- 60.2.4 consultation about change will occur at the local level if possible;
- 60.2.5 matters which only effect an individual staff member are not normally part of the managing change process;
- 60.2.6 matters effecting an individual staff member which are not resolved may be dealt with under Clause 68 Grievance Settlement and/or Clause 67 Industrial Dispute Settlement;
- 60.2.7 the managing change process described in this clause applies to changes in work activities or services, hours of operation or working hours, organisational structure and management processes, technological change or the redeployment of a staff member or staff members.
- 60.2.8 the trigger for a managing change process will be the issuing of a written change proposal by the University.

60.3 Regular briefings

- 60.3.1 The University will provide regular briefings with relevant staff about future directions of the University.
- 60.3.2 Briefings will be conducted for the Joint Consultative Committee about:
 - a. the University Plan/strategic directions;
 - b. the University Budget;
 - c. significant organisational restructuring initiatives.

60.4 Consultation

- 60.4.1 The University will provide heads of academic and administrative units with guidance about the management of change in their area. This will include the reasonable requirement for consultation with affected staff.
- 60.4.2 Heads of academic and administrative units should have meaningful and timely consultation with affected staff before decisions are made. Consultation should initially be at the local level and may be both formal and informal.
- 60.4.3 The aim of consultation should be to make change as smooth as possible for staff. The timing and rate of change should allow staff time to consider their options.
- 60.4.4 Consensus should be sought before a change is made.
- 60.4.5 After a decision is made, effected staff may ask for consultation about implementing the change. The consultative process should take account of the existing collegial structures within faculties and departments.
- 60.4.6 At any stage during consultation a staff member may involve a person of his or her choice, including his or her Union representative but not a barrister or solicitor in private practice.

60.5 Process

- 60.5.1 The trigger for a managing change process will be the issuing of a written change proposal by the University.
- 60.5.2 When consulting about change, managers and supervisors will prepare a change proposal which addresses the following matters:
 - a. nature and rationale;
 - b. expected outcomes including expected advantages and disadvantages;
 - c. financial implications;
 - d. implications for staff including changes in duties, number of staff, workload, work environment;
 - e. proposals to mitigate negative effects including training and redeployment;
 - f. ways to minimise any disadvantages to occupational health and safety in the workplace;
 - g. timing of implementation of change;
 - h. mechanism for assessing and reporting on the progress of the change.
- 60.5.3 Managers and supervisors will distribute the change proposal and relevant documents to effected staff for consultation and to the JCC, if the matter has been referred to the JCC under sub-clause 60.3.2.
- 60.5.4 If the change proposal involves a reduction in the number of staff, the provisions of Clause 61 Redeployment and Redundancy, will be followed.

61. Redeployment and Redundancy

61.1 Introduction

- 61.1.1 The University is committed to employment security and maintaining institutional diversity. Therefore, the University will only retrench academic staff members as a last resort, and only after other alternatives have been considered. If academic staff are to be retrenched, this clause will be followed.
- 61.1.2 Any rights in an academic staff member's contract of employment will not be displaced by the provisions in this clause.
- 61.1.3 The parties agree not to use the academic redundancy procedures to reduce or threaten the rights of academic staff members of the University.

61.2 Application

- 61.2.1 These provisions apply to academic staff members as set out in Part A, Clause 3 Definitions, except those employed on:
 - a. a casual basis;
 - b. probation; or
 - c. a fixed-term contract.

61.3 Definitions

Refer to Part A, Clause 3 Definitions.

61.4 Consultation

Strategic directions of the University:

- 61.4.1 The parties acknowledge that in following the Charter and Goals of the University, some decisions by senior management may have implications for academic staff including that certain academic staff positions need to be made redundant. If this is proposed, the parties agree to consult as required by the provisions of this clause and according to the Terms of Reference of the JCC.
- 61.4.2 The parties acknowledge that when considering future strategic directions of the University, all possible implications for academic staff members, including redundancies, are not always possible to predict.

61.5 Processes leading to a reduction in the number of academic positions

61.5.1 Process to be followed

Proposals which may lead to making positions redundant will be processed according to the steps below:

- a. A change proposal which may lead to making positions redundant will be referred to the relevant Senior Delegated Officer (SDO).

- b. A change proposal will include the following information:
 - i. a description of the proposed change;
 - ii. the reasons for the proposed change;
 - iii. likely budgetary effects;
 - iv. the likely implications for staff (including any possible reduction in staff numbers);
 - v. the minimum number of staff required to maintain a viable academic program;
 - vi. other possible alternative options which could be considered;
 - vii. action taken or foreshadowed that may avert or mitigate the adverse affects of the change proposal; and
 - viii. how consultation with academic staff members is to occur.
- c. In developing the change proposal, the relevant officer (eg the Dean) will consult with the effected academic staff members.
- d. A copy of the change proposal will be given to the effected academic staff members and to the JCC for its information and consideration.
- e. Before sending a formal recommendation to the Vice-Chancellor or nominee, the SDO should be satisfied that consultation has occurred.
- f. Where the change proposal includes making positions redundant, the Pro-Vice-Chancellor (College) will make a recommendation to the Vice-Chancellor or nominee to determine.
- g. The Vice-Chancellor or nominee's determination will be given to the effected staff member(s) and the Union.
- h. Within seven days of the Union receiving the Vice-Chancellor or nominee's determination, the University will discuss with the Union any proposed actions which are disagreed, at the Union's request.
- i. If an organisational unit is to reduce academic staff numbers, the University will implement the following hierarchy of actions:
 - i. academic staffing numbers will be reduced by not replacing academic staff members who submit their notification of resignation or retirement;
 - ii. if this is insufficient, options such as the non renewal of fixed-term contracts or transfers, with or without retraining as appropriate, are to be considered;
 - iii. concurrently, academic staff may be offered voluntary separation, (eg an approved Voluntary Early Retirement Scheme); and

- iv. as a last resort, there will be involuntary retrenchments/ redundancies. Staff members in positions which are declared redundant may choose to seek to be redeployed or may choose to take voluntary retrenchment.
- j. Options such as the "flexible staffing policy" (as available) and conversion to fractional appointment will be explored at each stage of the process. These options are not mutually exclusive.

61.5.2 Declaration of redundancy

Where the processes outlined in sub-clause 61.5.1 above do not achieve the required reduction in academic staff numbers, the University will consult with the Union before the University determines the objective criteria to use to identify which positions are to be declared redundant.

61.5.3 Reasons for redundancy

The reasons for a redundancy will be of an economic, technological, structural or similar nature, including:

- a. a decrease in student demand or enrolments in any academic course or subject, or combination or mix of courses or subjects conducted on one or more campuses;
- b. a decision to cease offering or to vary the academic context of any course or subject, or combination or mix of courses or subjects conducted on one or more campuses;
- c. financial exigency within an organisational unit or cost centre; and/or
- d. changes in technology or work methods.

61.5.4 Determination of redundancy

- a. The Head of Department and/or Delegated Officer will make a recommendation, through the relevant PVC to the Vice-Chancellor or nominee, to make a determination that a position is redundant.
- b. An academic staff member whose position is declared redundant will be informed in writing and will be given a copy of these provisions.
- c. The formal notice period of eight weeks will commence from the date that written notification is dispatched by certified mail or delivered by hand to the academic staff member or their nominated agent/representative.
- d. The University will consult with the Union at the latter's request.
- e. All redeployment and redundancy processes and outcomes are subject to the University's privacy policies and will be treated in confidence and with sensitivity.

61.5.5 Review of decision

- a. Establishing a Review Committee

- i. Where a staff member has been formally advised that her or his position has been declared by the Vice-Chancellor to be redundant, the staff member may apply to have the decision reviewed.
 - ii. The request for the decision to be reviewed must be lodged by the staff member concerned with the Vice-Chancellor or nominee within 14 days from the date of dispatch or delivery by hand of the notification of the decision.
 - iii. If an application has been lodged, the Vice-Chancellor or nominee will establish a Review Committee.
 - iv. The list of agreed Chairs may be altered by agreement between the University and the Union.
 - v. The University will consult with the Union in selecting a chair from the list of agreed chairs to consider a particular application for a review.
 - vi. If an academic staff member requests a review of the decision to declare their position redundant, and the Union declines to nominate a representative within 14 days of a request to do so, the Review Committee will include the Chair, a University nominee and an additional member from the agreed list of Chairs who will be appointed by the Vice Chancellor or nominee to consider the matter.
 - vii. The additional member of the panel must be willing to serve in the capacity outlined in sub-clause vi above, and there must be no conflict of interest consistent with the University's Code of Conduct.
- b. Review Committee time-line
- i. The Review Committee will be convened within 14 days of the matter being referred to the Chair and will report to the Vice-Chancellor or nominee within 28 days.
 - ii. The Vice-Chancellor or nominee may grant an extension of time if asked by the Chair of the Review Committee.
- c. Review Committee terms of reference

The Review Committee will review the decision of the University to declare the position redundant by considering whether:

- i. the staff member's position was genuinely redundant consistent with clause 61.5.3;
- ii. fair and objective criteria were used to select (an) excess academic staff member(s);
- iii. there was adequate consultation under clauses 61.4 and 61.5.1; and

- iv. there was adequate consideration of measures to avert or mitigate the adverse effects of the termination.
- d. Review Committee procedures
- i. The Review Committee will conduct its proceedings according to the principles of natural justice and will:
 - give the staff member adequate opportunity to put his or her case, including presenting evidence and/or submissions;
 - take into account any other relevant materials and/or interview any person that it believes appropriate;
 - allow the staff member and/or the Vice-Chancellor, if they so wish, to be assisted or represented by an agent of their choice, who may be a staff member of the University (if the agent agrees) or an officer or official of the Union. The agent must not be a currently practising solicitor or barrister; and
 - keep a record of its proceedings and make the record available to the staff member or the Vice-Chancellor or nominee on request.
 - ii. The staff member and/or agent and the Vice-Chancellor and/or agent have the right to:
 - see and/or hear all evidence to be considered by the Committee; and
 - ask questions of any person interviewed by the Committee.
- e. Actions to be taken following the Review Committee's report
- i. If the Review Committee concludes that the University has dealt appropriately with the redundancy in each of the issues considered in sub-clause 61.5.5c.i above, the Vice Chancellor or nominee may choose to extend the formal notice period by two weeks to investigate redeployment, if the staff member has previously indicated that they wish to be considered for redeployment.
 - ii. Any extension of the formal notice period under this sub-clause will not count towards severance payment or payment in lieu of notice, or extend the period of additional employment for involuntary retrenchment.
 - iii. If the Review Committee decides that the provisions of sub-clause 61.5.5c above were not followed, it will report this fact to the Vice-Chancellor or nominee setting out its reasons, specifically identifying where the process failed.
 - iv. If the Review Committee reports that the provisions of sub-clause 61.5.5c above were not followed the Vice-Chancellor or nominee

will reconsider the decision based on the report of the Review Committee, and may take remedial action.

- v. In reconsidering the decision, the Vice-Chancellor or nominee will also reconsider the measures outlined in sub-clause 61.5.1b.vii.
- vi. The decision of the Vice-Chancellor or nominee will be final, provided nothing in this subclause is interpreted as excluding the jurisdiction of any court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

61.5.6 Redeployment

a. General policy

- i. Where a staff member's position has been declared redundant and the staff member has rejected voluntary retrenchment, the University will try to redeploy that staff member where the University has identified a suitable vacant position.
- ii. If an academic staff member either rejects redeployment, or no suitable position can be identified within the 8 week formal notice period, the University will retrench the staff member under sub-clause 61.5.9 Involuntary retrenchment.
- iii. Although the University reserves the right to redeploy a staff member to any of its locations, it is unlikely that it would redeploy a staff member across a large distance, that is between cities/towns, without the agreement of the staff member. If this does occur, reasonable expenses for the sale and purchase of a dwelling, relocation and temporary accommodation will be reimbursed to the staff member, as determined by the SDO, according to the table in 61.5.12 Relocation Allowances.
- iv. The University recognises that a staff member seeking redeployment may not meet all of the normal specific criteria for the designated position.
- v. If requested, the University may agree to assist the staff member to meet the criteria through an agreed retraining program. Reasonable costs and charges associated with the retraining will be reimbursed to the staff member, as determined by the SDO.

b. Redeployment procedures

- i. The University and the staff member are jointly responsible for seeking redeployment opportunities within the University during the eight week formal notice period.
- ii. When a staff member whose position has been declared redundant has advised the University that he/she wishes to be redeployed, an appropriate member of the University's staff will be designated as the Redeployment Officer for that staff member.
- iii. The staff member seeking redeployment is responsible for providing the Redeployment Officer with the following:

- an up-to-date curriculum vitae, including details of relevant skills, qualifications and experience;
 - a list of cognate disciplines in which they are willing to teach and/or research and for which suitable qualifications are held; and
 - any other work preferences or areas of potential interest (including general staff positions).
- iv. Redeployment to appropriate general staff positions will be considered if there is no general staff member seeking redeployment to that position.
 - v. The success of a redeployment will be formally assessed by an SDO who will consult with the President of the Union on request. The assessment will be after an agreed period, which must be within 12 months of the redeployment beginning.
 - vi. If the redeployment is successful, it will be confirmed by agreement of the University and the staff member.
 - vii. If the redeployment is not successful, the staff member will be transferred back to their original unit and the staff member's employment may be terminated according to sub-clauses 61.5.7, 61.5.8 or 61.5.9.
 - viii. An academic staff member redeployed into a different and/or lesser paid position will receive salary maintenance for the same period of additional employment specified in sub-clause 61.5.11i.
 - ix. If requested, during the period of additional employment, the University will continue to seek redeployment opportunities for the staff member concerned.

61.5.7 Voluntary Early Retirement Schemes (VERS)

- a. VERS may be used to reduce academic staff numbers that are surplus to the needs of the University or to adjust the staff profile of the University.
- b. Staff who take a VERS may be replaced at a lower classification level.
- c. A VERS must be approved by the Vice-Chancellor and the Australian Taxation Office.
- d. The University reserves the right to reject an expression of interest in a VERS submitted by an individual staff member.
- e. The minimum rate of payments shall be calculated at a rate of two weeks for each year of service with the total payments capped at 52 weeks salary.

61.5.8 Voluntary retrenchment

- a. If the University decides that natural attrition and transfers are unlikely to achieve the necessary reduction in positions and staffing numbers, the University may make a general offer of voluntary retrenchment to academic staff in the unit or discipline area. In such cases, the University will advise the Union of its intention to offer voluntary retrenchment(s), and consult at the Union's request. This advice will include:
 - i. the number of retrenchments anticipated; and
 - ii. the objective criteria to be used to evaluate if an application is acceptable.
- b. If the University decides to change the number of retrenchments anticipated, the University will consult with the Union.
- c. The University reserves the right to reject an expression of interest in a voluntary retrenchment submitted by an individual staff member.
- d. On voluntary retrenchment, the staff member will receive severance payments according to clause 61.5.11i.
- e. Other than in exceptional circumstances approved by the SDO (Staffing), a staff member who has taken voluntary retrenchment will not be engaged in any capacity (including casual employment) by the University for a period of at least eighteen months from their last day of duty.
- f. The staff member may be required to sign a Deed of Agreement prepared by the University as part of a voluntary retrenchment.

61.5.9 Involuntary retrenchment

- a. An academic staff member whose position has been declared redundant will be involuntarily retrenched by the University if:
 - i. the staff member has not accepted voluntary early retirement or voluntary retrenchment;
 - ii. the staff member has not been redeployed; and
 - iii. if a review was requested under clause 61.5.5 and that review did not change the decision to declare the position redundant.
- b. A staff member who is to be involuntarily retrenched will have additional employment and severance payments according to clause 61.5.11i.
- c. Notice requirements
 - i. The staff member will be given the following minimum period of notice of their last day of duty as follows:

Period of continuous service	Period of Notice (weeks)
1 year or less	1
Over 1 year and up to the completion of 3 years	2

Over 3 years and up to the completion of 5 years	3
Over 5 years completed service	4

- ii. In addition to this period of notice, staff members who are over 45 years of age at the time of the giving of notice and who have at least two years continuous service with the University will receive an additional one week of notice.
- iii. Payment in lieu of notice will be made if the University does not require the academic staff member to work out the notice period. If the staff member is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- iv. Notice may be given within the period of additional employment.

d. Use of sick leave

- i. The period of additional employment referred to in sub-clause 61.5.11i will normally be extended by any period(s) of certificated sick leave taken during such periods of further employment and taken in accordance with the University's sick leave policies.
- ii. At any time during the period of additional employment, the University may review sick leave taken by the staff member by referring the staff member to a medical specialist of its choice and at its expense.
- iii. Once formal notice has been given as per sub-clause 61.5.9c above, there will be no extension to the last day of duty that has been notified in the formal notice provided.

e. Letter of certification

If an academic staff member requests it, the University will supply a letter signed by the Vice Chancellor or nominee certifying that he or she is the occupant of a position that has been declared redundant by the University.

61.5.10 Related matters

- a. All property of the University, including intellectual property vested in the University, computer software and manuals, keys, equipment, credit cards, expense advances, plans and formulations must be returned to the University before any payment is made.
- b. An academic staff member is responsible for obtaining his or her own independent financial and superannuation advice.
- c. Assistance to seek alternative employment

Once a staff member has received formal notice that his or her position is redundant, he or she shall be entitled to reasonable leave to attend

necessary employment interviews without the loss of pay, as determined by the SDO. If associated expenses are not met by the prospective employer, the staff member may be reimbursed for reasonable travel and other incidental expenses incurred, as determined by the SDO.

61.5.11 Severance payments

- a. All final payments under sub-clauses 61.5.7 VERS, 61.5.8 voluntary retrenchment and 61.5.9 involuntary retrenchment will be based on the staff member's salary (including loadings that are part of their normal take home salary), as defined by this Agreement, at the final date of employment.
- b. Severance payments will be calculated on the basis of the number of completed years of continuous paid service with the University.
- c. Years of continuous paid service includes both full-time and fractional service.
- d. Casual service with the University will be recognised for the purpose of calculating years of completed service where such casual service exceeds two consecutive semesters with a minimum of three hours per week of teaching.
- e. Breaks in service of less than two months shall not be considered to be a break in continuous service. Subject to discretionary consideration, the University may agree to recognise breaks in service of up to three months as not interrupting continuous service.
- f. Periods of approved unpaid leave will not constitute a break(s) in service for the purposes of calculating severance payments.
- g. The duration of any break(s) in continuous paid service (of up to two-three months) and any period(s) of approved unpaid leave will not count as service for the calculation of severance payments.
- h. Accrued long service leave (including pro-rata), annual leave and annual leave loading are entitlements to be paid on termination and will be additional to severance payments or payment in lieu of notice. Payments will be based on the staff member's salary as defined in this Agreement.

i. Payments will be made in accordance with the following table:

Package	Severance payment		Additional Employment	Maximum weeks salary
VERS	2 weeks per year of service		N/A	52
Voluntary retrenchment	Payment in lieu for the balance of the Formal Notice Period (up to 8 weeks) if applicable, plus:		N/A	
45 years of age and above	26 weeks salary, plus 3 weeks salary per year of service			82
40 - 44 years of age	22 weeks salary, plus 3 weeks salary per year of service			82
39 years of age and below	20 weeks salary, plus 3 weeks salary per year of service			82
Involuntary Retrenchment	Years of Service	Weeks salary	Additional	8
	< 2 years	4 wks	employment	
	2 < 3 years	6 wks	as set out	
	3 < 4 years	7 wks	below:	
	4 years and over	8 wks		
< 40 years			26 weeks	
40 years			30 weeks	
41 years			35 weeks	
42 years			39 weeks	
43 years			43 weeks	
44 years			48 weeks	
45 years or above			52 weeks	

j. Maximum weeks salary includes any payment in lieu of the formal notice period.

61.5.12 Relocation Allowances

- a. The following allowances may be paid to a staff member who is relocated in accordance with Clause 61, Redeployment and Redundancy. When giving consideration to reasonable costs, SDOs should refer to the University's Guidelines on Relocation Assistance.

Allowance	Rate	Application
Moving allowance	Reasonable costs	Conveyance of a staff member and dependents including removal of furniture and personal effects
Accommodation allowance	* 2/3 of expenses necessarily incurred for up to 5 weeks plus a weekly allowance, as determined by the authorised officer for a further period of up to 5 weeks	* while a staff member is waiting to commence or continue journey to new location
	* 2/3 of expenses necessarily incurred for up to 8 weeks plus a weekly allowance, as determined by the authorised officer for a further period of up to 5 weeks	* while a staff member is waiting to secure a new residence
Incidentals allowance	* costs of storage of furniture and effects and cartage to new locality	* while the staff member is waiting to secure a residence in the new locality
	* depreciation amount as determined by the authorised officer	* wear and tear on basic household furniture and effects resulting from transfer
	* cost of replacement of carpet, linoleum, curtains, blinds and household effects necessitated by the relocation	
	* incidental costs	* establishment of new place of residence (eg connection of services)
Property allowance	Actual costs	Sale and purchase of a house including: <ul style="list-style-type: none"> * legal fees * agent's commission * stamp duty * fees associated with transfer of title * expenses relating to: <ul style="list-style-type: none"> * discharge or execution of a first mortgage * reasonable advertising costs associated with sale as determined by the SDO

PART I: SEPARATION PROVISIONS**62. Notice of Resignation or Retirement**

Where a staff member has decided to terminate his or her employment with the University, he or she will normally provide the University with six months notice.

63. Notice and Severance Payments for the Non-Renewal of Fixed-Term Contracts-

63.1 Staff employed on the following types of fixed-term contracts are not eligible to receive notice of the renewal or non-renewal of their fixed term contract: Apprentices, Replacement, Pre-Retirement Contract, New Organisational Area, Disestablished Area and Postgraduate Students.

63.2 A staff member whose fixed-term contract is not renewed and who is eligible to receive notice will receive the following notice of the non-renewal of the contract or payment in lieu thereof:

Period of continuous service	Period of notice (weeks)
Up to 3 years	2
3 years or more and less than 5 years	3
5 years or more	4

Provided that if a staff member is over 45 years of age, and has been employed for at least two years on a continuous basis, an additional week's notice is due.

63.3 Provisional notice

Where there are circumstances relating to the provision of specific funding to support the employment contract which are external to the University and beyond its control, the University may not reasonably be able to give the notice required in sub-clause 63.2. In such circumstances, the University will not have breached this sub-clause provided that:

63.3.1 those circumstances are advised to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and

63.3.2 the notice of non-renewal of the fixed-term contract is then given at the earliest practicable date thereafter.

63.4 Eligibility for severance payments

63.4.1 A staff member whose fixed-term contract is not renewed and whose circumstances comply with the following criteria for eligibility for severance payments will receive severance payments according to the schedule of payments in sub-clause 63.5.

63.4.2 In order to be eligible to receive severance payments, a staff member must have been employed on a fixed-term contract which required him or her to work for the circumstances described in the following sub-clauses:

- a. specific task or project; or
- b. external funding; or
- c. research;

and whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, but it is not renewed because:

- i. in the case of a staff member employed on a second or subsequent fixed-term contract, the same (or substantially similar) duties are no longer required by the University; or
- ii. the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.

63.4.3 For the purpose of this sub-clause, a staff member employed on a fixed-term contract also includes a staff member who, on 29 June 1998, would have been defined as a ‘non-continuing contract staff member’ as follows:

a staff member engaged on a fixed-term contract who has at least 12 months continuous service and who is not:

- a. a casual hourly paid staff member or a ‘replacement staff member’;
- b. engaged under a first fixed-term contract of two years or less duration and where the contract contained an express provision that the contract was not renewable;
- c. engaged under a contract expressly related to and expiring upon the completion of a specified task or project to be undertaken by the University;
- d. a postgraduate student engaged within the academic unit or an associated research unit of the academic unit on work generally related to an award course which the student is undertaking within the academic unit; or
- e. a ‘guest’ specialist or learned profession lecturer engaged on a part-time basis to provide a series of lectures in circumstances where the staff member's primary employment is as a professional or specialist engaged on the provision of services.

63.5 Table of severance payments

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

63.6 Deferral of severance payments in certain circumstances

- 63.6.1 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the university may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.
- 63.6.2 In particular circumstances, the University may make an application to the Commission to have the severance payment prescription varied if the University is able to or has obtained acceptable alternative employment for the staff member.

64. Notice and Severance Payments for Fixed-Term (Externally Funded) Staff where the Contingency has been Invoked.

- 64.1 A staff member who has been continuously employed on multiple fixed-term contracts that have been externally funded, and whose contract is not renewed for the reasons specified in 63.4.2c.i and 63.4.2c.ii in this Agreement, will receive the following notice of non-renewal and severance payments in respect of their period of continuous paid service.
- 64.2 A staff member who is employed on a fixed-term contract in the circumstances described in sub-clause 29.8.2 (external funding) which has a contingency instead of an end date and which is not continued because the contingency is invoked, will receive the following notice of the cessation of the contract, and severance payments in respect of their period of continuous paid service.
- 64.3 Entitlement to notice

Period of continuous service	Period of Notice (weeks)
Up to 3 years	2
3 years or more but less than 5 years	3
5 years or more	4

64.4 Severance payments

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 10 years	8
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

- 64.4.1 The additional severance payments are paid in recognition of the length of continuous paid service of the staff members concerned, and because redundancy and redeployment provisions do not apply. The employment relationship between the University and the staff member will expire either at the conclusion of the contract or on the basis of the contingency being invoked.
- 64.4.2 Subject to any changes in relevant taxation legislation, regulations or interpretation, the University will treat the deduction of tax from all of the above severance payments as eligible termination payments (ETP).

65. Termination on the Grounds of Ill Health

- 65.1 The provisions of this clause do not apply where a staff member initiates his or her own medical retirement (or seeks a temporary disability pension where provided by his or her superannuation scheme).

Where a staff member initiates his or her own medical retirement (or seeks a temporary disability pension) then the University and staff member will follow the procedures required by the relevant superannuation scheme, as appropriate.

- 65.2 Where the University forms a view that an illness or injury is impacting on a staff member's ability to perform his or her duties the University can refer the staff member for an independent medical assessment. The purpose of the assessment is to determine whether the staff member is fit to continue to perform his or her duties. All expenses incurred in attending the assessment will be paid for by the University.
- 65.3 If there is a potential threat to any member of the University community and a staff member unreasonably refuses to co-operate, then the University shall take such action as required to ensure it meets its obligations under Occupational Health and Safety (OH&S) legislation.

- 65.4 At any time during the process commenced under sub-clause 65.2 the staff member may initiate his or her own medical retirement (or seek a temporary disability pension), in which case any process commenced under sub-clause 65.2 will cease.
- 65.5 If the staff member's superannuation fund determines that the staff member is fit to resume his or her duties after a period of temporary disability, the University can still require the staff member to be medically examined as described in sub-clause 65.2.
- 65.6 Where a decision has been made, under sub-clause 65.2, to refer a staff member for a medical assessment, the University will give the staff member a minimum period of one month's written notice of the medical appointment as well as provide a copy of the referral document sent to the medical practitioner.
- 65.7 The medical practitioner will provide a report to the Delegated Officer and the Delegated Officer will normally forward a copy to the staff member.
- 65.8 If the report shows that a staff member:
- 65.8.1 has a permanent medical condition which prevents him or her performing his or her normal duties; or
 - 65.8.2 cannot resume/perform these duties within at least 12 months;
- then the University may notify the staff member that his or her employment contract will be terminated on the grounds of ill health.
- 65.9 If the period of notice (or payment in lieu of notice) required to terminate the contract is not stated in the staff member's contract, then the University will give six months notice or payment in lieu thereof.
- 65.10 A staff member may resign before the University terminates his or her employment contract, provided the last day of duty is within one month of receipt of the notice issued under sub-clause 65.8. The University will process the resignation and take no further action to terminate the staff member's employment contract.
- 65.11 If a staff member does not, without reasonable cause, attend a medical examination within the one month (or other period of time specified) of being requested in writing to do so, the University may reasonably conclude that the staff member is:
- 65.11.1 unable to perform the normal duties of the position; and
 - 65.11.2 is unlikely to resume these duties within at least 12 months.
- 65.12 If a staff member refuses to co-operate and have the medical examination the refusal will not be viewed as misconduct and there will be no greater penalty or loss of entitlements than would result from an adverse medical report.
- 65.13 The staff member may make a written request for a review of the University's decision to terminate his or her employment contract within seven days of receipt of the notice issued under sub-clause 65.8. Where such a request is received the termination process will be deferred.
- 65.14 A request received under 65.13 will be considered by a Review Panel constituted by:
- 65.14.1 one medical practitioner nominated by the University;
 - 65.14.2 one medical practitioner nominated by the Union; and

65.14.3 one medical practitioner agreed by the parties to act as Chair.

Where the staff member is not a Union member and the Union declines to nominate a practitioner, the Dean of Medicine will be asked to nominate a medical practitioner to substitute for the medical practitioner nominated by the Union. The medical practitioner responsible for the initial report must not be a member of the Review Panel.

Within 12 months of the date of certification of this Agreement, the parties will compile a list of agreed medical Chairs for Medical Termination Review Panels.

65.15 The Review Panel will complete its deliberations and submit its Report to the Delegated Officer within 15 working days.

65.16 The Review Panel will determine its own procedure.

65.17 Where the Report supports the University's decision that the staff member:

65.17.1 has a permanent medical condition which prevents him or her performing his or her normal duties; or

65.17.2 cannot perform these duties within at least 12 months;

then the University may proceed to terminate the staff member's employment.

65.18 Where the Report does not support the University's decision to terminate the staff member's employment, the University will not proceed with the medical termination.

PART J: DISCIPLINARY PROVISIONS**66. Academic Misconduct**

66.1 Definitions

In this clause:

- 66.1.1 'Delegated Officer' means the Vice-Chancellor's standing nominee, or an internal or external temporary nominee of the Vice-Chancellor.
- 66.1.2 'Disciplinary Action' means
- a. counselling by an appropriate supervisor;
 - b. the issuing of a written warning (including a final warning);
 - c. censure;
 - d. withholding a salary increment;
 - e. demotion; or
 - f. dismissal.
- 66.1.3 'Investigating Officer' means internal or external person or persons appointed to conduct a Misconduct Investigation in accordance with sub-clause 66.6.
- 66.1.4 'Misconduct' means conduct by an academic staff member which is unsatisfactory, and may include conduct that constitutes a breach of the University's Code of Conduct and the NTEU Code of Ethics.
- 66.1.5 'Misconduct Investigation' means an investigation conducted in accordance with sub-clause 66.6.
- 66.1.6 'Misconduct Review Committee' means internal or external persons who are appointed to conduct a misconduct review in accordance with sub-clause 66.8.
- 66.1.7 'Report' means a report prepared in accordance with sub-clause 66.6.5.
- 66.1.8 'Serious Misconduct' means misconduct that constitutes:
- a. serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an academic's duties or to an academic's colleagues carrying out their duties; or
 - b. a serious dereliction of duties; or
 - c. conviction by a court of an offence that constitutes a serious impediment of the kind referred to in sub-clause a;
- and may include:
- d. theft;
 - e. fraud;

- f. assault;
- g. serious harassment (including sexual harassment); and
- h. repeated or persistent instances of Misconduct which have been the subject of previous Determinations in accordance with this clause.

66.1.9 'Vice-Chancellor' means the Vice-Chancellor and Principal or, in matters involving a perceived or actual conflict of interest for the Vice-Chancellor, the Chancellor, Deputy-Chancellor or his or her internal or external nominee.

66.2 Related Matters

- 66.2.1 Other than in the circumstances of sub-clause 66.2.2 below, the University will follow the steps outlined in clauses 66.5 to 66.10 before taking disciplinary action for Misconduct.
- 66.2.2 Where the University has acted in accordance with the Unsatisfactory Performance provisions of this Agreement in respect of a matter alleged to involve Misconduct, the provisions of that clause (Clause 57) will apply.
- 66.2.3 All intermediate steps and decisions taken in accordance with this clause are final (subject to consideration by the Misconduct Review Committee) and may not be challenged through the Dispute Settlement and/or Grievance Procedures of this Agreement. The determination of the Vice-Chancellor is similarly final, and not open to challenge through Dispute Settlement and/or Grievance Procedures of this Agreement.
- 66.2.4 Nothing in this clause will 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.
- 66.2.5 An academic may be accompanied at any meeting referred to in this clause by a person of his or her choice.
- 66.2.6 If an academic supervisor becomes aware of an instance of possible misconduct, where it is appropriate to do so, the supervisor should seek to resolve such instances through guidance, counselling, informal warning, mediation or another appropriate form of dispute resolution before advising the Delegated Officer of alleged misconduct.
- 66.2.7 In carrying out their functions under this clause, the Vice-Chancellor, the Delegated Officer, the Investigating Officer and the members of the Misconduct Review Committee will endeavour to take into account the interests of, and act fairly towards, any complainant(s) and witness(es) who are connected to a particular allegation of Misconduct. However, this obligation shall not override any express obligation as set out in any other part of this clause.
- 66.2.8 The parties to this Agreement will agree on a panel of Chairpersons for the term of this Agreement, which may be altered from time to time by agreement between the parties. Members of the panel may be internal or external to the University.

66.3 Circumstances Of Suspension

66.3.1 Any time after the Delegated Officer has received notice of alleged Misconduct, the Delegated Officer may suspend the academic with or without pay, pending resolution of the alleged Misconduct and exclude the academic from the University. Such suspension will be on full pay unless the Delegated Officer considers that:

- a. there is a possibility of a serious and imminent risk to another person or to the University's property arising out of the alleged Misconduct; or
- b. the alleged Misconduct is sufficiently serious that it is considered possible that the academic may be dismissed if the allegation is proven.

66.3.2 Where an academic is suspended without pay, the following will apply:

- a. if the suspension occurs at a time when the academic is on paid leave of absence, he or she will continue to receive salary for the period of paid leave;
- b. the academic may engage in paid employment or draw on any annual leave or long service leave credits during the suspension without pay;
- c. the Delegated Officer may at any time direct that salary be paid on the ground of hardship;
- d. the academic may request that the decision to suspend without pay be reviewed. Any review will be conducted by a person chosen by the University from either the panel of Chairpersons or an independent arbitrator. Such a review will be conducted within five days of receipt of a review request, and a determination will be issued no later than ten days after such a review request;
- e. any lost salary and other entitlements will be reimbursed if it is determined by the Delegated Officer or Vice-Chancellor (as applicable) that the alleged Misconduct is not substantiated. If it is determined that the alleged Misconduct is partly substantiated, the Vice-Chancellor may exercise a discretion to reimburse all or part of the lost salary and entitlements;
- f. if the academic is excluded from the University, he or she will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

66.4 Investigation Principles

The following principles apply to any Misconduct Investigation or review conducted under this clause:

66.4.1 Timeliness

The University will conduct all Misconduct Investigations as quickly as possible, subject to the need to conduct a careful and comprehensive inquiry in accordance with 66.4.3 below. Except in exceptional circumstances, the University will observe and enforce timelines prescribed in this clause.

66.4.2 Confidentiality

The University and the academic will handle alleged Misconduct confidentially to the extent that the law allows and requires. Information regarding alleged Misconduct will be strictly limited to persons who have a reasonable need to know. This will not prevent the academic or officers of the University from disclosing the alleged Misconduct, or aspects of it, in order to obtain evidence or advice relating to it.

66.4.3 Procedural fairness

The University will conduct all Misconduct Investigations in accordance with the principles of procedural fairness, including the right of the academic to:

- a. be informed of the allegations against them in sufficient detail to enable the academic to understand the precise nature of the allegations and to properly consider and respond;
- b. have a reasonable opportunity to respond to the allegations against them;
- c. be informed of the Misconduct Investigation procedures;
- d. be informed of the Misconduct Review Committee procedures;
- e. impartiality in any investigation process; and
- f. an absence of bias in any decision-maker.

66.4.4 Victimization

The University will take all reasonable steps to prevent persons with information relevant to a Misconduct Investigation or review from suffering victimisation as a consequence of their involvement in the Misconduct Investigation or review.

66.5 Consideration of Allegations

66.5.1 Any person may inform the Delegated Officer of alleged Misconduct or the Delegated Officer may become aware of alleged Misconduct. The Delegated Officer will consider the allegation(s) and determine whether the alleged Misconduct:

- a. should be referred for mediation or an alternative form of dispute resolution;
- b. should be referred to an appropriate supervisor for informal warning, appropriate staff development or work allocation;
- c. warrants suspension with or without pay;
- d. warrants a Misconduct Investigation; or
- e. does not require further action.

66.5.2 For the purpose of considering the allegation(s) and making a determination under this sub-clause, the Delegated Officer may make informal inquiries.

66.6 Misconduct Investigation

- 66.6.1 The Delegated Officer will appoint one or more Investigating Officers to conduct the Misconduct Investigation.
- 66.6.2 The Delegated Officer will concurrently advise the academic in writing of the alleged Misconduct, and require the academic to provide a response to the Investigating Officer(s) within ten days. The letter will provide sufficient detail of the allegations to enable the academic to understand the precise nature of the allegations and to properly consider and respond to them. A copy of this clause will accompany the letter to the academic.
- 66.6.3 The Investigating Officer will conduct such inquiries as he or she considers appropriate and as required to prepare the Report under 66.6.5 below, which may include meeting with the academic if requested to do so. If the Investigating Officer meets with complainants, he or she will also invite the academic to meet with him or her.
- 66.6.4 Where, in the course of the inquiries, the Investigating Officer has cause to consider allegations of related or similar Misconduct, the Investigating Officer will advise the academic in writing of the alleged Misconduct and require the academic to provide a response to the Investigating Officer within five days. The letter will provide sufficient detail of the allegations of related or similar Misconduct to enable the academic to understand the precise nature of the allegations and to properly consider and respond to them.
- 66.6.5 After receiving the academic's response/s, the Investigating Officer will consider the material and provide a Report to the Delegated Officer which will include:
- a. a finding regarding whether the evidence supports the alleged Misconduct, and reasons for that finding;
 - b. an assessment of the seriousness of the alleged Misconduct, and reasons for that assessment;
 - c. a statement of any mitigating factors that should be considered in relation to the alleged Misconduct; and
 - d. a recommendation concerning the action that should be taken by the University.

66.7 Determination by the Delegated Officer

- 66.7.1 The Delegated Officer will consider the Report of the Investigating Officer and form an opinion as to:
- a. whether Misconduct has occurred; and
 - b. whether Serious Misconduct has occurred; and
 - c. what, if any, Disciplinary Action is appropriate, taking into account any previous relevant Misconduct.

- 66.7.2 The Delegated Officer will write to the academic and advise of the opinion he or she has formed. A copy of the Investigating Officer(s)' Report will be provided to the academic with this letter.
- 66.7.3 Within five working days of receipt of the letter and copy of the Investigating Officer(s)' Report, the academic may:
- a. respond to the letter in writing, including in respect of the proposed Disciplinary Action and any mitigating circumstances;
 - b. where the Delegated Officer considers that the appropriate Disciplinary Action is dismissal or demotion, request a meeting with the Delegated Officer to discuss amongst other things the proposed Disciplinary Action and any mitigating circumstances;
 - c. where the Delegated Officer considers that the appropriate Disciplinary Action is dismissal or demotion, make a written request for the matter to be considered by a Misconduct Review Committee.
- 66.7.4 After considering any response or request made by the Academic under clause 66.7.3, (including attending a meeting with the academic if a meeting was requested under 66.7.3b), the Delegated Officer will:
- a. where the academic has requested a review, establish a Misconduct Review Committee and refer the matter to it;
 - b. where the Delegated Officer determines that Misconduct or Serious Misconduct has occurred and Disciplinary Action other than dismissal or demotion is required, write to the academic and inform the academic of his or her determination and the Disciplinary Action to be taken; or
 - c. where the Delegated Officer determines that Serious Misconduct has occurred and the appropriate Disciplinary Action is dismissal or demotion, and the academic has not requested that the matter be referred to the Misconduct Review Committee, the Delegated Officer will refer the matter to the Vice-Chancellor for decision in accordance with sub-clause 66.9.

66.8 Misconduct Review

- a. The Misconduct Review Committee will comprise:
 - i. the Delegated Officer's nominee;
 - ii. a union nominee (subject to sub-clause c below); and
 - iii. a Chairperson from a panel of agreed Chairpersons established under sub-clause 66.2.8.
- b. The University will consult with the union when selecting the Chairperson.
- c. Where the academic is not a member of the union and the union declines to provide a nominee, the Delegated Officer will appoint a third person from the panel of agreed Chairpersons.

66.8.2 Misconduct Review Committee Terms of Reference

- a. The Misconduct Review Committee will consider whether:
 - i. the procedures outlined in this clause have been followed,
 - ii. on the basis of the evidence before it, a finding of misconduct or serious misconduct is justified; and
 - iii. the decision to dismiss or demote the academic is reasonable in all of the circumstances.

66.8.3 Misconduct Review Committee Procedures

- a. The Misconduct Review Committee (MRC) will complete its deliberations and submit its report to the Vice-Chancellor within ten working days. The Vice-Chancellor may grant an extension of this time limit on application from the Chair of the Committee.
- b. The MRC will conduct its proceedings in accordance with the Investigation Principles and will:
 - i. provide the academic with an adequate opportunity to put his or her case, including the presentation of evidence and/or submissions;
 - ii. take into account such further materials and/or interview any person that it believes appropriate;
 - iii. allow the academic and the Delegated Officer to be represented by a person of his or her choice, who will be a member of staff or an officer/an academic of the Union; the person must not be a currently practising legal practitioner in private practice;
 - iv. ensure that the academic and/or his or her representative and the Delegated Officer and/or his or her representative:
 - see and/or hear all evidence to be considered by the Committee; and
 - have the opportunity to ask questions of any person interviewed by the Committee.

66.9 Determination by the Vice-Chancellor

- 66.9.1 The Vice-Chancellor will only consider matters referred in accordance with sub-clauses 66.7.4c and 66.8.3a. In these circumstances, the Vice-Chancellor will consider:
 - a. the Report from the Investigating Officer provided under sub-clause 66.6.5;
 - b. the Report from the Delegated Officer provided under sub-clause 66.7.4c;

- c. any matters raised by the academic under sub-clause 66.7.3; and/or
- d. any report of the Misconduct Review Committee provided under sub-clause 66.8.3a;

before making a determination as to whether Misconduct or Serious Misconduct has occurred.

- 66.9.2 If the Vice-Chancellor determines that Misconduct or Serious Misconduct has occurred, the Vice-Chancellor may determine that Disciplinary Action will be taken against the academic.
- 66.9.3 Dismissal may only result from a determination by the Vice-Chancellor that Serious Misconduct has occurred.
- 66.9.4 The staff member may seek a meeting with the Vice-Chancellor prior to a final determination being made.
- 66.9.5 In exceptional circumstances and where the Vice-Chancellor believes that the University’s reputation may be at risk, and that the University Senate may wish to consider and endorse the publication of the report of the Delegated Officer, the Vice-Chancellor may:
 - a. Establish a Review Committee with membership in accordance with sub-clause 66.9.6, and
 - b. Request the Review Committee to determine whether the report should be referred to the Senate for consideration and possible endorsement of publication.

The Committee will advise the Vice-Chancellor of its determination as to whether the report should be referred to the Senate for consideration and possible endorsement of publication. The Vice-Chancellor will act in accordance with the committee’s determination in that regard.

- 66.9.6 The Review Committee will be constituted by a Chair drawn from the agreed panel of chairs as per sub-clause 66.2.8 and two representatives from an agreed panel of external nominees, one nominated by the University and one nominated by the Union.

66.10 Notice of Dismissal

- 66.10.1 Where, in accordance with sub-clause 66.9.3, the Vice-Chancellor has determined to dismiss the academic, the following notice of payment in lieu thereof will be made:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 66.10.2 In addition to this period of notice, academics who are over 45 years of age at the time of the notice and who have at least two years continuous service with the University will receive an additional one week of notice.

- 66.10.3 Payment instead of notice will be made if the University does not require the academic to work out the notice period. Where the academic is only required to work part of the notice period, the University will pay out the remainder of the notice period.
- 66.10.4 Any payments in lieu of notice will be based on the academic's salary as at the date of cessation of employment.

PART K: DISPUTES AND GRIEVANCE PROCEDURES**67. Industrial Dispute Settlement**

- 67.1 The University and the Union agree that this Industrial Dispute Settlement Procedure must be used to settle any industrial dispute which may arise. An industrial dispute means a dispute between the University and the Union which is about the terms of employment of one or more staff members covered by this Agreement, including a dispute over the interpretation or implementation of this Agreement.
- 67.2 If the University and the Union do not agree that a dispute is an ‘industrial dispute’ the matter will be referred to an arbitrator (as defined) for a prompt decision as to whether the dispute is an industrial dispute.
- 67.3 The decision of the arbitrator must be accepted as final and must be implemented.
- 67.4 When a dispute is being settled in accordance with this procedure:
- 67.4.1 work must continue in the current manner;
 - 67.4.2 the University and the Union must not change anything which is the subject of the dispute;
 - 67.4.3 the University and the Union must not take any industrial action about the dispute; and
 - 67.4.4 the University and the Union must not take any action to make the dispute worse.
- 67.5 Following this procedure does not restrict the rights of the University and the Union to exercise their rights under statutory provisions.
- 67.6 Whilst the parties are attempting to resolve the dispute, all discussions and correspondence in relation to those attempts to settle the matter are ‘without prejudice’ and in confidence, unless specifically agreed by all parties to be otherwise. This does not preclude any party holding discussions with the staff concerned.
- 67.7 The industrial dispute settlement procedure
- If there is an industrial dispute the following procedure must be followed:
- 67.7.1 the accredited representatives of the parties will try to settle the dispute;
 - 67.7.2 if the dispute is not settled by the accredited representatives a Dispute Committee must be convened at the request of the University or the Union; the Dispute Committee will comprise of four members, being two nominees of the Union and two nominees of the University;
 - 67.7.3 the Dispute Committee must be convened within one working week of the request, unless agreed otherwise, and must try to settle the dispute within one working week of the first meeting;
 - 67.7.4 if the Dispute Committee cannot settle the dispute the Committee may decide on an alternative method of settlement and the time-frames;

67.7.5 any settlement must be formalised in writing (subject to any necessary ratification).

67.8 Referral to the Commission

If a Dispute Committee has tried to settle an industrial dispute but has been unsuccessful, either the University or the Union may refer the dispute for conciliation and/or arbitration by the Commission or a mutually agreed arbitrator.

67.9 Implementation of the settlement

The University and the Union agree that they will implement any settlement made under this clause, including any settlement reached following conciliation or any arbitrated decision made by the Commission or a mutually agreed arbitrator.

68. Grievance Settlement

- 68.1 A grievance is a complaint made by a staff member about his or her workplace, or another staff member, or a decision affecting his or her employment. For the purposes of this clause, staff member means academic, teaching, research and general staff.
- 68.2 This clause does not cover industrial disputes (see Clause 67 Industrial Dispute Settlement) or grievances between students and staff members.
- 68.3 If a complaint which may be dealt with under Clause 67 Industrial Dispute Settlement, has been dealt with in good faith as if it were a grievance, either the University or the Union may choose at any time to deal with the complaint as an industrial dispute. If the University or the Union chooses to deal with the matter as an industrial dispute the procedures of the Industrial Dispute Settlement Procedure must be followed.
- 68.4 Managers and supervisors are responsible for trying to prevent problems and for settling grievances in the workplace.
- 68.5 Most grievances can be settled informally in the workplace.
- 68.6 A staff member who has a grievance about another staff member should try to settle the grievance directly with the other staff member.
- 68.7 When a staff member reports a grievance it must be taken seriously and the staff member must be treated fairly.
- 68.8 If a decision which affects the employment of a staff member is the subject of the grievance, the University will not implement the decision until this procedure has been followed or until the grievance is settled.
- 68.9 A staff member may suggest an outcome which he or she believes would settle the grievance.
- 68.10 At any time while trying to settle the grievance, a staff member may consult with anyone he or she chooses, including his or her Union representative.
- 68.11 At any time while trying to settle the grievance, a staff member may have anyone he or she chooses present, including his or her Union representative but not a solicitor or a barrister.
- 68.12 All staff members involved in a grievance must be treated equitably.

- 68.13 Anyone trying to settle a grievance must do so as quickly as possible.
- 68.14 Confidentiality should be maintained.
- 68.15 Freedom of information and privacy principles and privacy requirements and legislation must be followed.
- 68.16 During the grievance procedure there must be no industrial action by any party about the grievance being settled.
- 68.17 A staff member who has concerns about the safety of the workplace should immediately contact the Risk Management Office (or the Chair of his or her local Occupational Health and Safety (OH&S) Zone Committee) and refer to the University's OH&S policies.
- 68.18 Following the grievance procedure does not restrict the rights and obligations of the University, the Union or the individual staff member under statutory provisions.
- 68.19 Whilst the parties are attempting to resolve the grievance, all discussions and correspondence in relation to those attempts to settle the matter are 'without prejudice' and in confidence, unless specifically agreed by all parties to be otherwise. This does not preclude any party holding discussions with the staff concerned.
- 68.20 Procedure for settling grievances
- 68.20.1 If a staff member cannot settle a grievance himself or herself, he or she may refer the grievance to his or her supervisor.
- 68.20.2 When a staff member has a grievance about his or her supervisor he or she may refer the grievance to his or her supervisor's supervisor.
- 68.20.3 The supervisor will investigate and try to settle the grievance within five working days.
- 68.20.4 If a staff member involved in the grievance does not agree with the settlement, he or she may refer the grievance to the next level of management or the Staff and Student Equal Opportunity unit.
- 68.20.5 Another attempt at settling the grievance will take place at this level, usually within five working days.
- 68.20.6 If a staff member involved in the grievance does not agree with the settlement, he or she may refer the grievance to the Delegated Officer responsible for staffing.
- 68.20.7 If a staff member involved in the grievance does not agree with the settlement of the Delegated Officer, he or she may refer the grievance to the relevant statutory authorities external to the University, provided the staff member would have had access to the statutory authority independent of this procedure.
- 68.20.8 If requested by any person involved in the grievance, the settlement may be recorded (subject to any necessary ratification).

PART L: UNION MATTERS**69. Union Roles and Responsibilities**

- 69.1 The University will provide the NTEU branch with suitable office space on the University's Camperdown campus.
- 69.2 The University will supply notice boards for the Union to post notices on. A Union notice posted on a notice board must be authorised by the Union.
- 69.3 The University will provide the NTEU branch with access to the University's telephone and electronic mail systems.
- 69.4 The University will provide sufficient funding to the unit in which the NTEU Branch President is located to enable the employment of suitable replacement staff. This will enable the Branch President to be released from 50% of his or her normal duties in order to undertake activities on behalf of NTEU members.
- 69.5 The University recognises the role of NTEU academic staff delegates in ensuring the proper implementation of this Agreement.
- 69.6 Staff members who have been appointed by a Union to be a Union representative will be given reasonable time off during working hours for the conduct of essential Union affairs.
- 69.7 The University agrees to negotiate with the NTEU to provide adequate support to enable NTEU bargaining representatives to participate in the negotiation of the subsequent Agreement.
- 69.8 Union meetings
 - 69.8.1 The Union may, with the prior approval of the University, hold meetings of members on the premises of the University at times and locations agreed between the Union and the University, provided that the Union will give the University adequate notice of their intention to hold such meeting/s.
 - 69.8.2 Union meetings will not be held during working hours.
 - 69.8.3 Subject to the convenience of the University, staff members may vary their meal breaks to allow them to attend a Union meeting, provided that they make up any time lost on the day of the meeting, or by mutual agreement with their supervisor, on another day.

70. Union Right of Entry

- 70.1 A Union official may enter any premises where staff work during working hours to have discussions with staff members at lunchtime or non-working time.
- 70.2 An official may enter any premises where staff work during working hours to investigate a suspected breach of industrial relations legislation or any industrial instrument relating to the staff.
- 70.3 To investigate the suspected breach the authorised Union official may:

- 70.3.1 require the University to give the Union the records of any staff member, and any documents kept by the University that are related to the suspected breach; and/or
 - 70.3.2 copy any records or other documents related to the suspected breach during the usual office hours at the University premises or a mutually convenient time and place.
- 70.4 A Union official must give the University at least 24 hours notice before exercising a right under this clause and will consider the University's Privacy obligations.

71. Union Fees: Payroll Deduction

If a staff member authorises the University to do so, the University will deduct Union membership dues from the salary of that staff member and forward them to the Union. The commitment by the University to this provision will cease on the nominal expiry date of this Agreement.

72. Union Training Leave

- 72.1 The University will grant a staff member who is a member of the Union which is a party to this Agreement leave to attend a Trade Union course if it is convenient for the University to do so.
- 72.2 A staff member's application for leave must include a statement from the Union that it has nominated the staff member and supports the application.
- 72.3 Leave of up to maximum of six days in any 12 months is allowed (refer to clause 35 where a year of employment is defined as 12 months of paid service from the anniversary of the date of appointment).

PART M: SCHEDULES**SCHEDULE 1: SALARIES, CASUAL RATES AND ALLOWANCES****73. Part A – Salaries and Loadings****Level A (ASSOCIATE LECTURER)**

Step	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
8	\$52,798	\$54,910	\$56,008	\$57,408	\$58,843	\$60,314	\$61,822	\$63,058
7	\$50,992	\$53,032	\$54,093	\$55,445	\$56,831	\$58,252	\$59,708	\$60,902
6*	\$49,186	\$51,153	\$52,176	\$53,480	\$54,817	\$56,187	\$57,592	\$58,744
5	\$47,380	\$49,275	\$50,261	\$51,518	\$52,806	\$54,126	\$55,479	\$56,589
4	\$45,573	\$47,396	\$48,344	\$49,553	\$50,792	\$52,062	\$53,364	\$54,431
3	\$43,347	\$45,081	\$45,983	\$47,133	\$48,311	\$49,519	\$50,757	\$51,772
2	\$41,127	\$42,772	\$43,627	\$44,718	\$45,836	\$46,982	\$48,157	\$49,120
1	\$38,905	\$40,461	\$41,270	\$42,302	\$43,360	\$44,444	\$45,555	\$46,466

* NB Step 6 of Level A is the minimum appointment level for staff who hold a relevant doctoral qualification, and/or for staff performing subject co-ordination duties.

Level B (LECTURER)

Step	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
6	\$65,999	\$68,639	\$70,012	\$71,762	\$73,556	\$75,395	\$77,280	\$78,826
5	\$63,913	\$66,470	\$67,799	\$69,494	\$71,231	\$73,012	\$74,837	\$76,334
4	\$61,832	\$64,305	\$65,591	\$67,231	\$68,912	\$70,635	\$72,401	\$73,849
3	\$59,746	\$62,136	\$63,379	\$64,963	\$66,587	\$68,252	\$69,958	\$71,357
2	\$57,662	\$59,968	\$61,167	\$62,696	\$64,263	\$65,870	\$67,517	\$68,867
1	\$55,578	\$57,801	\$58,957	\$60,431	\$61,942	\$63,491	\$65,078	\$66,380

Level C (SENIOR LECTURER)

Step	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
6	\$78,504	\$81,644	\$83,277	\$85,359	\$87,493	\$89,680	\$91,922	\$93,760
5	\$76,416	\$79,473	\$81,062	\$83,089	\$85,166	\$87,295	\$89,477	\$91,267
4	\$74,335	\$77,308	\$78,854	\$80,825	\$82,846	\$84,917	\$87,040	\$88,781
3	\$72,250	\$75,140	\$76,643	\$78,559	\$80,523	\$82,536	\$84,599	\$86,291
2	\$70,167	\$72,974	\$74,433	\$76,294	\$78,201	\$80,156	\$82,160	\$83,803
1	\$68,083	\$70,806	\$72,222	\$74,028	\$75,879	\$77,776	\$79,720	\$81,314

Level D (ASSOCIATE PROFESSOR)

Step	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
4	\$90,312	\$93,924	\$95,802	\$98,197	\$100,652	\$103,168	\$105,747	\$107,862
3	\$87,534	\$91,035	\$92,856	\$95,177	\$97,556	\$99,995	\$102,495	\$104,545
2	\$84,755	\$88,145	\$89,908	\$92,156	\$94,460	\$96,822	\$99,243	\$101,228
1	\$81,977	\$85,256	\$86,961	\$89,135	\$91,363	\$93,647	\$95,988	\$97,908

Level E (PROFESSOR)

Step	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
	\$105,598	\$109,822	\$112,018	\$114,818	\$117,688	\$120,630	\$123,646	\$126,119

Academic Salaries: Annual Loadings

Loadings	6/9/02	4% 2/5/03	2% 28/11/03	2.5% 14/5/04	2.5% 12/11/04	2.5% 13/5/05	2.5% 11/11/05	2% 9/6/06
Full Clinical	\$18,280	\$19,011	\$19,391	\$19,876	\$20,373	\$20,882	\$21,404	\$21,832
Para- Clinical	\$12,202	\$12,690	\$12,944	\$13,268	\$13,600	\$13,940	\$14,289	\$14,575
Pre-Clinical and Dental Clinical	\$9,152	\$9,518	\$9,708	\$9,951	\$10,200	\$10,455	\$10,716	\$10,930
Professorial Merit	\$14,311	\$14,883	\$15,181	\$15,561	\$15,950	\$16,349	\$16,758	\$17,093

74. Part B – Casual RatesCasual Academic Rates of Pay

The rates in this section reflect the salary increases detailed in Part B of this Agreement. These rates are effective from the first pay period after the date of certification of this Agreement. Where applicable, this Section adopts the relevant award formula which provides for higher rates to be paid to Casuals performing full subject co-ordination duties and/or holding a relevant PhD. This is indicated by the use of the symbol ^. Increases in the rates are paid from the first full pay period on or after the date indicated.

I - LECTURING: Type of Lecturing and Associated Working Time Assumed**Distinguished Visiting Scholar Rate**

Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and Specialised lecture (1 hour of delivery and up to 4 hours associated working time).

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$184.52	\$188.21	\$192.91	\$200.95	\$205.97	\$211.12	\$216.40	\$220.73

Significant Responsibility Rate

Paid where the lecturer assumes significant responsibility for planning and developing a course unit (or 'subject') or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise.

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$147.62	\$150.57	\$154.33	\$160.76	\$164.78	\$168.90	\$173.12	\$176.58

Developed Lecture Rate

Developed lecture (1 hour of delivery and up to 3 hours associated working time). If the casual academic staff member has responsibility for coordination of a course unit, he or she must be paid as a minimum, the developed lecture rate.

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$147.62	\$150.57	\$154.33	\$160.76	\$164.78	\$168.90	\$173.12	\$176.58

Normal lecture Rate

Paid as the normal rate for a lecture (1 hour of delivery and up to 2 hours associated working time).

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$110.72	\$112.93	\$115.75	\$120.57	\$123.58	\$126.67	\$129.84	\$132.44

Repeat lecture

Paid for a 'repeat' lecture, ie, the same lecture given within 7 days to another group of students (1 hour of delivery and up to 1 hour of associated working time)

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$73.80	\$75.28	\$77.16	\$80.38	\$82.39	\$84.45	\$86.56	\$88.29

II - TUTORING RATES - Type of tutoring and associated working time assumed

A casual staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, shall be paid at a rate for each hour of tutorial delivered or presentation, according to the following tables:

Tutorial Rate

Paid for 1 hour of tutorial time and up to 2 hours of associated working time

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$78.97	\$80.54	\$82.56	\$86.00	\$88.15	\$90.35	\$92.61	\$94.46
\$94.43^	\$96.32^	\$98.73^	\$102.85^	\$105.42^	\$108.05^	\$110.75^	\$112.97^

Repeat Tutorial Rate

Paid for 1 hour of tutorial time and up to 1 hour of associated working time

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$52.64	\$53.70	\$55.04	\$57.33	\$58.76	\$60.23	\$61.74	\$62.97
\$62.96^	\$64.22^	\$65.82^	\$68.56^	\$70.28^	\$72.04^	\$73.84^	\$75.31^

III - Other Required Academic Activity (including Demonstrations)

Paid for 1 hour of "Other Required Academic Activity" which includes:

All Demonstrations: (including repeat demonstrations). NB Any preparation or marking associated with the demonstrations, but performed outside the demonstration period is paid for at the same rate per hour.

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

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$26.32	\$26.85	\$27.52	\$28.67	\$29.38	\$30.12	\$30.87	\$31.49
\$31.48^	\$32.11^	\$32.91^	\$34.28^	\$35.14^	\$36.02^	\$36.92^	\$37.66

IV - Marking - Supervising Examiner

Rate paid for marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status.

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$36.91	\$37.64	\$38.58	\$40.19	\$41.19	\$42.22	\$43.28	\$44.15

Routine (Standard) Marking

(NB Includes multiple choice marking)

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$26.32	\$26.85	\$27.52	\$28.67	\$29.38	\$30.12	\$30.87	\$31.49
\$31.48^	\$32.11^	\$32.91^	\$34.28^	\$35.14^	\$36.02^	\$36.92^	\$37.66^

V – Musical Accompanying (with special educational service, and associated duties)

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

Musical Accompanying with special educational service

Rate paid for 1 hour of delivery and up to 1 hour of preparation.

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$52.64	\$53.70	\$55.04	\$57.33	\$58.76	\$60.23	\$61.74	\$62.97
\$62.96^	\$64.22^	\$65.82^	\$68.56^	\$70.28^	\$72.04^	\$73.84^	\$75.31^

Rate paid for One to One Teaching at the Conservatorium of Music (per hour only).

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$71.99	\$73.43	\$75.27	\$78.40	\$80.36	\$82.37	\$84.43	\$86.12

Rate paid for Recital Examination and Auditions (per hour of delivery)

NB The first rate is paid for the first hour, the second rate is paid per hour thereafter.

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$73.30	\$74.76	\$76.63	\$79.82	\$81.82	\$83.86	\$85.96	\$87.68
\$61.08	\$62.30	\$63.86	\$66.52	\$68.18	\$69.89	\$71.63	\$73.07

Musical Accompanying, repetiteurship, musical coaching other than with special educational service (rate paid per one hour of delivery).

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$26.32	\$26.85	\$27.52	\$28.67	\$29.38	\$30.12	\$30.87	\$31.49
\$31.48^	\$32.11^	\$32.91^	\$34.28^	\$35.14^	\$36.02^	\$36.92^	\$37.66^

VI - CLINICAL NURSE EDUCATOR

A casual academic staff member required to provide undergraduate clinical nurse education shall be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, according to the following tables. The rates reflect the type of undergraduate clinical nurse education and associated working time assumed in the conduct of undergraduate nurse education in a clinical setting.

Rate paid where little preparation is required (1 hour of delivery and 0.5 hours associated work time).

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$39.48	\$40.27	\$41.28	\$43.00	\$44.07	\$45.17	\$46.30	\$47.23
\$47.21^	\$48.15^	\$49.37^	\$51.42^	\$52.71^	\$54.03	\$55.38^	\$56.48

Rate paid for normal preparation time (1 hour of delivery and 1 hour of associated work time)

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$52.64	\$53.70	\$55.04	\$57.33	\$58.76	\$60.23	\$61.74	\$62.97
\$62.96 [^]	\$64.22 [^]	\$65.82 [^]	\$68.56	\$70.28 [^]	\$72.04 [^]	\$73.84 [^]	\$75.31

VII - CLINICAL EDUCATOR

Non-contact duties include liaison with the specific health agency, examination of student patient care plans, student evaluation and counselling and individual preparation for contact periods.

(a) Average of 3 hours on non-contact duties per session

Rate per Hour Without Experience

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$36.00	\$36.72	\$37.63	\$39.20	\$40.18	\$41.19	\$42.22	\$43.06

Rate per Hour With Experience

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$39.24	\$40.02	\$41.02	\$42.73	\$43.80	\$44.90	\$46.01	\$46.94

(b) Less time consuming non-contact duties

Rate per Hour Without Experience

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$30.11	\$30.72	\$31.49	\$32.80	\$33.62	\$34.46	\$35.32	\$36.03

Rate per Hour With Experience

Rate at 2/05/03	+ 2% 28/11/03	+ 2.5% 14/05/04	Loading to 25%	+ 2.5% 12/11/04	+ 2.5% 13/05/05	+ 2.5% 11/11/05	+ 2% 09/06/06
\$32.70	\$33.35	\$34.19	\$35.61	\$36.50	\$37.41	\$38.35	\$39.12

SCHEDULE 2: LANGUAGE TEACHERS AT THE CENTRE FOR ENGLISH TEACHING**75. Definitions and Application**

75.1 Definitions

- 75.1.1 ‘CET’ means the University of Sydney Centre for English Teaching
- 75.1.2 ‘CET Director’ means the Director of the University of Sydney Centre for English Teaching
- 75.1.3 ‘Continuous employment (contingent funding)’ means employment of CET language staff that is ongoing subject to the continued need and sufficient student fee funding for the position.
- 75.1.4 ‘Continuous language staff’ means language staff engaged on a continuous employment (contingent funding) basis.
- 75.1.5 ‘Director of Studies’ means a qualified language teacher who, under the direction of the CET Director and in consultation with other language staff, is primarily responsible for:
- a. managing CET teaching programs and associated administrative functions;
 - b. providing leadership to all language staff to develop and achieve quality English language programs for international students;
 - c. liaising with the International Office, Faculties of the University or outside bodies to ensure relevance of CET courses; and
 - d. assisting the CET Director with promotional, marketing and other management functions.
- 75.1.6 ‘Language staff’ means qualified language teachers engaged to work at the CET in the classifications of:
- a. language teacher;
 - b. program co-ordinator; or
 - c. director of studies;
- or qualified language teachers engaged to perform the substantial duties of those classifications.
- 75.1.7 ‘Language teacher’ means a qualified language teacher who, under the direction of the CET Director and in consultation with other language staff, is primarily responsible for:
- a. teaching English language and academic study skills to students of non-English speaking background;
 - b. developing appropriate teaching materials;
 - c. being involved in appropriate course management functions;

- d. monitoring all aspects of student progress; and
- e. assuming those administrative responsibilities associated with teaching duties.

75.1.8 'Main Agreement' means The University of Sydney Academic and Teaching Staff Agreement 2003 – 2006.

75.1.9 'Part-time employment' means employment that is regular and for less than 35 hours per week.

75.1.10 'Program co-ordinator' means a qualified language teacher who, in addition to performing the duties of a language teacher and under the direction of the CET Director and in consultation with other language staff, is primarily responsible for:

- a. managing day-to-day operation of relevant programs;
- b. co-ordinating materials and curriculum development for language programs;
- c. monitoring and appraising relevance of curricula and content;
- d. providing support/advice to language teachers; and
- e. monitoring student progress and welfare.

75.1.11 'Union' means the National Tertiary Education Industry Union (NTEU)

75.1.12 'University' means The University of Sydney

75.2 Application

The provisions in this Schedule apply to all language staff employed by The University of Sydney at the CET.

76. Types of employment

76.1 General

76.1.1 The Higher Education Contract of Employment Award 1998 will not apply to language staff employed by the University while this Agreement remains in operation.

76.1.2 Language staff will be engaged on one of the following types of employment:

- a. continuous employment (contingent funding);
- b. fixed-term employment; or
- c. casual employment.

Continuous and fixed-term language staff may be employed on a full-time or fractional part-time basis.

- 76.1.3 At least 75% of the core language teacher positions at the CET (determined on a full-time equivalent basis and including any language teacher who is working as a program co-ordinator for a specified period) will be filled by continuous employees. For the purpose of this sub-clause, language teachers who work wholly or primarily in relation to the following courses will not count towards the calculation of core language teacher positions:
- a. courses that are not currently accepted as core programs conducted by the CET;
 - b. courses conducted away from the primary location of the CET;
 - c. new courses, for the first two years of the operation of such a course; and
 - d. courses funded wholly by a government department or a corporation (other than the University).

Where a continuous language teacher moves into a role which means that he or she will not count towards the calculation of core language teacher positions, then any language teacher engaged on a fixed-term or casual basis to perform the work previously performed by the continuous language teacher will also not count towards the calculation of core language teacher positions.

- 76.1.4 Upon a request by the Union made in writing, the Director of the CET shall provide the Union with details of the language staff employed at the CET over the current 10 week course period, including a breakdown into continuous, fixed-term and casual staff, and details of the hours of work for those staff who are part-time and casual. The information provided by the Director will also indicate those language teachers who do not count towards the calculation of core language teacher positions, and the courses taught by such teachers.

The Union may not make such a request within 6 months of a previous request.

76.2 Probation

- 76.2.1 Continuous and fixed-term language staff may be engaged subject to a probationary period of up to three months.
- 76.2.2 The successful completion of Probation requires a PM&D evaluation with an overall rating of ‘satisfactory’ or higher.
- 76.2.3 A staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either extend the period of probation, or terminate the employment upon or before the expiry of the period of probation.
- 76.2.4 During the probationary period a language staff member or the University may terminate the employment contract by giving two weeks’ notice of termination.

76.3 Continuous employment (contingent funding)

- 76.3.1 Continuous employment (contingent funding) means employment of CET language staff that is ongoing subject to the continued need and sufficient student fee funding for the position. Continuous language staff means language staff engaged on a continuous employment (contingent funding) basis.

- 76.3.2 Where there is no longer continued need and/or sufficient student fee funding for a position held by a continuous language staff member, the person holding the position will receive notice of termination and severance payments according to sub-clauses 80.1 and 80.2.

76.4 Fixed-term employment

- 76.4.1 Fixed-term employment means employment for a specified term or an ascertainable period, for which the contract of employment will specify the starting and finishing dates of that employment (or in lieu of a finishing date will specify the circumstance(s) or contingency relating to a specific task or project upon the occurrence of which the term of the employment shall expire). During the term of a fixed-term contract the employment cannot be terminated by the University other than during a probationary period or for cause based on serious and wilful misconduct.
- 76.4.2 Where fixed-term language staff accept an offer of continuous employment (contingent funding) or a further offer of fixed-term employment, all previous contiguous contracts of fixed-term employment will be taken into account for the purposes of the accumulation of leave and for incremental progression through salary scales.
- 76.4.3 Subject to the remainder of this sub-clause 76.4.3, the University will employ fixed-term language staff from the date of engagement until at least 31 December of that year.
- a. For language staff employed in the final teaching term of a year, the fixed-term contract will continue until at least the end of teaching for that year.
 - b. Shorter periods of fixed-term employment may be used where necessary to cover:
 - i. the absence of another language staff member;
 - ii. summer school courses in January;
 - iii. to replace all or part of the duties of a language teacher who has been appointed as a program co-ordinator for a fixed period;
 - iv. a short-term course which has a finite period of less than 12 months, provided that language staff will not be engaged for a short period of fixed term employment on this basis for more than two consecutive courses;
 - v. contracted services funded for a specified period of less than 12 months;

and in other circumstances agreed between the parties from time to time.

- 76.4.4 The University will provide the following notice of its intention to renew or not renew the contract of employment of fixed-term language staff:

<u>Period of Continuous Service</u>	<u>Notice</u>
Up to 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

Provided that if the language staff member is over 45 years of age, and has been employed for at least 2 years on a continuing basis, an additional week's notice will be given.

- 76.4.5 Where fixed-term language staff are not offered further employment, the University will make a severance payment to the language staff according to sub-clause 80.3, where the circumstances in that sub-clause are met.

76.5 Part-time employment

- 76.5.1 Part-time employment means employment that is regular and for less than 35 hours per week.
- 76.5.2 Part-time language staff will receive, on a pro-rata basis, the same salary, legislative, award and agreement entitlements due to equivalent full-time language staff.
- 76.5.3 Where part-time language staff work more hours in a week than their regular number of hours per week, but less than 35 hours, the part-time language staff will be paid for the additional hours at the ordinary rate of pay.

76.6 Casual employment

- 76.6.1 Casual employment means engaging and paying language teachers by the hour. Casual language teachers will not have access to any of the leave entitlements provided by this Agreement.
- 76.6.2 Casual language teachers will work a maximum of 12 face-to-face teaching hours per week. Casual language teachers may also perform non-teaching duties in accordance with sub-clauses 76.6.6 and 76.6.7.
- 76.6.3 A list of eligible casual language teachers based on qualifications and experience will be prepared within the CET. Casual language teachers will be drawn from this list. The CET may advertise/advise that it is creating an eligible casual list in any of the following ways:
- specific internal or external advertisements for casual language teachers;
 - through appropriate professional channels; and
 - contacting former eligible CET language staff.
- 76.6.4 Casual language teachers will be paid in accordance with the rates set out in sub-clause 77.9. The casual rates include a 25% loading which will be paid from the beginning of the first pay period on or from the date of certification of the Main Agreement. This loading is paid in lieu of benefits casual staff are not eligible to receive.

- 76.6.5 Casual language teachers will be given an instrument of appointment which states that the person will be a casual language teacher and gives the terms of engagement to apply at the time of the appointment as follows:
- a. the duties required;
 - b. the number of hours of work required;
 - c. the rate of pay for the duties required;
 - d. a statement that any additional duties required during the term of engagement will be paid for;
 - e. details of the University as the employer;
 - f. the sources from which the conditions of employment are derived;
 - g. the casual language teacher's supervisor/the person to whom they report; and
 - h. any other relevant information.
- 76.6.6 The casual rate of pay for face-to-face teaching covers the following activities:
- a. preparation for the relevant class including lesson planning and collation of materials; and, where the higher rate is paid, development of some curriculum and /or necessary materials;
 - b. presentation of the relevant class;
 - c. marking arising from the relevant class;
 - d. student consultation time,
- provided that the total hours of non-contact work shall not exceed either one or two hours, whichever is stated in the contract, for every one hour of class time.
- 76.6.7 Any duties which casual language teachers are required to perform beyond those outlined in sub-clause 76.6.6 shall be paid for separately in the following manner:
- a. Marking duties beyond that outlined in sub-clause 76.6.6c: these extra marking duties may include marking of CET-wide or course-wide examinations, such as exit tests, essays or assessment tasks, and will be paid in accordance with the rates specified at 77.9.2.
 - b. For all other duties the hourly rate is stated in 77.9.3. Such duties may include:
 - i. attendance at excursions;
 - ii. student consultation in addition to that outlined in sub-clause 76.6.6d;

- iii. preparation of subject guides or reading lists for curriculum development; or materials other than for allocated classes; and
- iv. attendance at meetings.

76.6.8 Casual language teachers should have:

- a. access to office space, services, equipment and other resources commensurate with their duties to allow the proper performance of their teaching duties;
- b. designated space if student consultation is required;
- c. clear channels for communication with students and other CET language staff, eg mail "pigeon holes", inclusion on CET circulation lists; and
- d. reasonable access to CET language staff meetings to gain and contribute information and views.

76.6.9 Casual language teachers who are employed to teach a complete course shall be given one month's notice, or payment in lieu of notice, should the University wish to terminate their employment prior to the conclusion of the course for which they have been employed.

76.6.10 Casual language teachers will receive employer contributions in accordance with the Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988 and the Superannuation Industry (Supervision) Act 1993. All casual language teachers will be provided with a pay slip on a fortnightly basis. This pay slip will inform casual language teachers of their superannuation entitlements from the contributions made by the University, and the scheme into which contributions have been paid.

76.7 Payment within 22 days

The University will pay a casual within 22 calendar days of submission to the Director of the CET of a valid and completed casual claim for payment.

77. Salaries

77.1 Salary increases for CET language staff

77.1.1 This Agreement provides for the following salary increases for language staff:

- a. payment of a 4% increase which was paid from the first pay period on or after 2 May 2003;
- b. payment of a further 2% increase which was paid from the first pay period on or after 28 November 2003;
- c. payment of a further 2.5% increase from the first pay period on or after 1 May 2004;
- d. payment of a further 2.5% increase from the first pay period on or after 1 November 2004;

- e. payment of a further 2.5% increase from the first pay period on or after 1 May 2005;
- f. payment of a further 2.5% increase from the first pay period on or after 1 November 2005;
- g. payment of a further 2% increase from the first pay period on or after 1 June 2006.

The salaries and casual rates of pay for staff which reflect these increases are set out in sub-clauses 77.8 and 77.9.

77.2 Bonus payment

- 77.2.1 The following bonus payment will be paid on the first full pay period to commence on or after the date that the parties certify this Agreement.
- 77.2.2 A bonus of \$1000 will be paid to full-time staff, with a pro-rata payment to part-time staff.
- 77.2.3 No bonus will be paid to casuals.

77.3 Payment of salaries

- 77.3.1 The University will arrange for staff to be paid their salary (including allowances and overtime), on a fortnightly basis.
- 77.3.2 The salaries will be paid by electronic funds transfer into a bank account nominated by the staff member.
- 77.3.3 The University will provide each staff member with a statement of salary on or before each pay day. The contents of this statement will be consistent with the requirements of the NSW Industrial Relations Act, 1996 (as amended from time to time).

77.4 Salary scales

- 77.4.1 The salary rates in 77.8, CET Language Staff Rates, apply to all continuous and fixed-term language staff at the CET.
- 77.4.2 The salaries in 77.8, CET Language Staff Rates, for Director of Studies and Program Coordinators include payment for responsibility.

77.5 Salary for part-time language staff

Part-time language staff shall be paid on a pro-rata basis in accordance with the appropriate full-time salary rate in 77.8, CET Language Staff Rates.

77.6 Casual rates

Casual language teachers will be paid according to the salary rates in 77.9, CET Casual Language Teacher Rates.

77.7 Incremental progression

- 77.7.1 A staff member is eligible for consideration for progression to the next salary step of his or her CET classification on the anniversary of his or her appointment to his or her position following twelve months paid service. In order for incremental progression to occur, the staff member must have had a PM&D evaluation.
- 77.7.2 At the beginning of an incremental progression cycle a staff member and his or her supervisor will determine:
- reasonable performance objectives for the staff member for the cycle, based on clearly stated performance objectives, which may involve training and development; and
 - how and when the staff member's performance will be reviewed within the PM&D program.
- 77.7.3 Incremental progression may only be deferred because of unsatisfactory conduct or receiving an overall rating of 'not meeting performance objectives'.
- 77.7.4 A decision to withhold a salary increment must be authorised by the relevant supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond. A copy of the staff member's response will be placed on the staff member's personnel file.

77.8 CET Language Staff Rates

77.8.1 Director of Studies

Step	6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
1	59745	62135	63378	64962	66586	68251	69957	71356
2	61831	64304	65590	67230	68911	70634	72400	73848
3	63913	66470	67799	69494	71231	73012	74837	76334

77.8.2 Program Co-ordinator

Step	6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
1	55578	57801	58957	60431	61942	63491	65078	66380
2	57663	59970	61169	62698	64265	65872	67519	68869

77.8.3 Language Teacher

Step	6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
1	38906	40462	41271	42303	43361	44445	45556	46467
2	40169	41776	42612	43677	44769	45888	47035	47976
3	41431	43088	43950	45049	46175	47329	48512	49482
4	42694	44402	45290	46422	47583	48773	49992	50992
5	43958	45716	46630	47796	48991	50216	51471	52500
6	45221	47030	47971	49170	50399	51659	52950	54009
7	46483	48342	49309	50542	51806	53101	54429	55518
8	47746	49656	50649	51915	53213	54543	55907	57025
9 *	49010	50970	51989	53289	54621	55987	57387	58535
10	50272	52283	53329	54662	56029	57430	58866	60043
11	51535	53596	54668	56035	57436	58872	60344	61551
12	52798	54910	56008	57408	58843	60314	61822	63058

* Minimum appointment step for CET teacher with a relevant doctoral qualification

- a. Note: The 12-step salary scale in Schedule A applies to:
- i. current language staff as at the date of certification of this Agreement; and
 - ii. language teachers newly appointed to CET after the date of certification of the Agreement.

77.9 CET Casual Language Teacher Rates – Activity and Rate Each Hour

77.9.1 Teaching - refer to sub-clause 76.6.6

Rate paid when required to develop some curriculum and/or necessary materials as in sub-clause 76.6.6(a); 1 hour of teaching time plus up to 2 hours associated time

6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	25% Loading	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
\$75.93	\$78.97	\$80.54	\$82.56	\$87.16	\$89.34	\$91.58	\$93.87	\$95.74
\$50.62	\$52.64	\$53.70	\$55.04	\$58.11	\$59.56	\$61.05	\$62.58	\$63.83

77.9.2 Marking - Not part of daily classroom activities - refer to sub-clauses 76.6.6c and 76.6.7a

The first rate is for a Supervising Examiner – requiring significant professional judgement.
The second rate is for routine marking.

6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	25% loading	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
\$35.49	\$36.91	\$37.64	\$38.59	\$39.43	\$40.41	\$41.42	\$42.46	\$43.31
\$25.31	\$26.32	\$26.85	\$27.52	\$29.05	\$29.78	\$30.53	\$31.29	\$31.91

77.9.3 Other Duties - refer to sub-clauses 76.6.6d and 76.6.7b.ii

Other Duties includes: attending excursions, additional student consultation, curriculum development activities other than for allocated classes, attending CET staff meeting(s).

6/9/02 4%	2/5/03 4%	28/11/03 2%	14/5/04 2.5%	25% loading	12/11/04 2.5%	13/5/05 2.5%	11/11/05 2.5%	9/6/06 2%
\$25.31	\$26.32	\$26.85	\$27.52	29.05	29.78	30.53	31.29	31.91

78. Hours of work

78.1 Ordinary hours

78.1.1 The ordinary hours for language staff will be 35 hours per week worked over five days. These ordinary hours will be worked between 8.00am and 6.00pm Monday to Friday inclusive.

78.1.2 The number of hours worked each day will be an average of seven which will include face-to-face teaching (to a maximum of four hours) and other duties according to the relevant classification. On any one day there will not be more than eight hours between the start and finish of duty of language staff.

78.2 Face-to-face teaching hours

78.2.1 In the weekly 35 hours of full-time language staff, the maximum face-to-face teaching hours will be:

- a. Language teacher – 20
- b. Program co-ordinator – 6
- c. Director of Studies – generally 0 (but may be up to 4, depending on student enrolments; and not on a regular basis, unless by agreement)

78.3 Agreement to vary conditions applying to hours worked

- 78.3.1 The parties acknowledge that scheduling classes at night and on weekends is a means to improve the competitive position of CET. Therefore, by agreement between language staff and the CET Director, the following variations to the conditions applying to hours of work may take place:
- a. the number of hours in a day between the start and finish of duty and/or the number of hours in the day face-to-face teaching (to a maximum of six hours);
 - b. scheduling of weekly face-to-face teaching classes after 6.00pm:
 - i. to finish no later than 9.00pm;
 - ii. to a maximum of two nights per week for an individual staff member; and
 - iii. with a start-time for face-to-face teaching on the next day no earlier than 11.00am;
 - c. the days of the week for ordinary hours of work to include Saturday which then becomes one of the five days of work in a week.
- 78.3.2 If variations according to points 78.3.1b and 78.3.1c above occur, the negotiated variation to conditions will be recorded in writing and signed by the language staff member and the CET Director (or delegated person). Work under such an agreement will not be paid at overtime rates.

78.4 Overtime

- 78.4.1 Other than by agreement under sub-clauses 78.3.1b and 78.3.1c. when language staff are required to work either:
- a. more than the number of ordinary hours each week set out in sub-clause 78.1.1; or
 - b. outside the span of hours as outlined in sub-clause 78.1.1 (ie before 8.00am or after 6.00pm Monday to Friday inclusive); or
 - c. on a Saturday or Sunday;
- then overtime rates will be paid for the time worked.
- 78.4.2 The overtime rate paid will be calculated as follows:
- a. Monday to Saturday - one and a half times the ordinary rate of pay for the first two hours worked, then double time thereafter;
 - b. Sunday - double the ordinary rate of pay;
 - c. Public holidays - two and a half times the ordinary rate of pay.

78.5 Meal allowance

- 78.5.1 Language staff who:
- a. are required to work overtime; or

- b. agree to vary their hours of work to include hours outside of ordinary hours (see sub-clause 78.3);

will be paid a meal allowance when they work for more than:

- i. two hours beyond their normal finishing time and after 6.00pm; or
- ii. five hours on a Saturday, Sunday or a public holiday; or
- iii. one hour before the normal start time.

78.5.2 The meal allowance will be paid at the rate currently applied by the University to general staff. The meal allowance rate (for breakfast, lunch or dinner) at the date of certification is \$19.75.

78.6 Meal Breaks

78.6.1 Language staff will not be required to work more than five hours without an unpaid meal break.

78.6.2 This break will be at least thirty minutes and not more than one hour (except with the permission of the relevant supervisor).

78.6.3 If language staff are required to work any part of the meal break, the time worked will be paid at the ordinary rate of pay.

78.6.4 Language staff will not be required to work overtime beyond 6.00pm without an unpaid meal break of at least thirty minutes.

79. Leave

79.1 Annual Leave

Unless otherwise defined, a year of employment means 12 months of paid service commencing from the staff member's anniversary date of appointment. This applies to all forms of leave except for Defence Forces Training Leave.

79.1.1 Eligibility for Leave

- a. A staff member will be entitled to four weeks annual leave at his or her ordinary rate of pay for each 12 months of paid service. A staff member will also be paid at his or her ordinary rate of pay for any public holiday which falls during his or her absence on annual leave.
- b. A casual is not entitled to annual leave or annual leave loading.
- c. Leave without pay is not counted as service for calculating annual leave entitlement.
- d. If a staff member takes another form of leave on half-pay, his or her annual leave will accrue at half the rate for the period of the other form of leave taken.

79.1.2 Taking Annual Leave

- a. The CET and a staff member may agree to annual leave being taken in broken periods during or after each 12 months of service. However the leave taken must not exceed the proportion of leave the staff member has accrued at the date of the start of the leave, other than staff employed on fixed-term contracts of employment.
- b. The University may reasonably direct a staff member to take a minimum of ten days annual leave within any 12 month cycle at a time convenient to the University. However the University will consider the wishes of the staff member as to when he or she wants to take annual leave, as far as is practicable.
- c. The University may allow a staff member to accumulate up to 40 days annual leave entitlement.
- d. Any amount of annual leave accumulated in excess of 40 days will be forfeited. However the staff member must first be:
 - i. advised in writing that his or her leave will be forfeited if not taken within three months
 - ii. given the opportunity to take the leave.

79.1.3 Inter-action with Sick leave

If a staff member who is eligible for sick leave provides a satisfactory medical certificate showing that he or she has been sick for a period of one week or more while on annual leave, the University will re-credit the staff member with an equivalent period of annual leave and debit the staff member's sick leave entitlement, except for annual leave taken immediately before retirement, resignation or end of employment.

79.1.4 Leave arrangements at the end of employment

- a. A staff member will be paid in lieu for any annual leave he or she is entitled to at the time of ending his or her employment but this does not include leave forfeited under sub-clause 79.1.2d. This payment will be calculated at the staff member's ordinary rate of pay at the date of the end of his or her employment.
- b. Unless otherwise required by law, if a staff member dies, the monetary value of his or her annual leave at the time of death will be paid to his or her legal representative unless it is paid to his widow or her widower or the guardian of the staff member's infant children.

79.1.5 Annual Leave Loading (CET)

- a. A staff member is entitled to an annual leave loading payment which will be 17.5% of the value of 4 weeks annual leave (or pro-rata as appropriate). However, the payment will not exceed the loading calculated on the base of the general staff Higher Education Officer Level 10 salary.
- b. Annual leave loading is paid at the ordinary rate of pay applicable as of 30 November of each year and will be paid in one payment in December of each year.

- c. Annual leave loading is not paid for broken service during a year. For example, if a staff member resigns and then is re-employed during the same year, annual leave loading is calculated from the date of re-employment.
- d. If the employment of a staff member ends for any reason except for misconduct, the staff member will be paid pro-rata annual leave loading for any annual leave which has accrued. The amount of pro-rata annual leave loading will be calculated to the nearest completed month.

79.2 Other forms of leave

The provisions of Part F, Leave, within the Main Agreement apply to language staff, except for the clause dealing with Academic Annual Leave.

80. Notice of termination and severance payments

80.1 Notice of termination for continuous language staff

- 80.1.1 Continuous language staff will receive the following notice of termination if their employment is terminated because there is no longer continued need and/or sufficient student fee funding for the position:

Period of continuous service	Period of notice
Up to 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more but less than 7 years	4 weeks
7 years or more but less than 10 years	7 weeks
10 years or more	8 weeks

If the language staff member is over 45 years of age, and has been employed for at least 2 years on a continuing basis, an additional week's notice will be given provided that the total period of notice does not exceed 8 weeks.

- 80.1.2 Other than in the circumstances set in sub-clause 80.1.1, the University and language staff shall give notice of termination of at least one month (or 5 weeks in the case of language staff over 45 years of age with at least 5 years of service).

- a. The University's obligation to give notice in accordance with this sub-clause 80.1.2 will not apply in cases of serious misconduct.

80.2 Severance payments for continuous language staff

- 80.2.1 Continuous language staff will receive the following severance payment if their employment is terminated because there is no longer continued need and/or sufficient student fee funding for the position:

Period of Continuous Paid service	Severance Pay
1 year or more but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 6 years	8 weeks
6 years or more but less than 8 years	12 weeks
8 years or more but less than 10 years	16 weeks
10 years or more but less than 12 years	20 weeks
12 years or more but less than 15 years	24 weeks
15 years or more but less than 20 years	30 weeks
20 years or more but less than 26	40 weeks
26 years or more	52 weeks

- 80.2.2 Subject to any changes in relevant taxation legislation, regulations or interpretation, the University will treat the above severance payments as eligible termination payments.
- 80.2.3 The University will not be obliged to make severance payments in accordance with this sub-clause 80.2 where it obtains adequate alternative employment for a language staff member.

80.3 Severance payments for fixed-term language staff

- 80.3.1 If the fixed-term contract of a language staff member is not renewed, they will receive a severance payment under this sub-clause if they meet the following criteria:
- a. in the case of a language staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University, or
 - b. the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same (or substantially similar) duties.

Period of Continuous Paid service	Severance Pay
1 year or more but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 6 years	8 weeks

- 80.3.2 If the fixed-term contract of a language staff member is not renewed but, within six weeks of the expiry of the fixed-term contract, the person receives an offer of continuous employment as a language staff member, he or she shall not be entitled to a severance payment because of the expiry of the fixed-term contract. Where this may occur, the University may delay making the severance payment for six weeks.
- 80.3.3 If the fixed-term contract of a language staff member is not renewed but, within two weeks of the expiry of the fixed-term contract, the person receives an offer of employment as a casual language teacher, he or she will not become entitled to receive the severance payment until they have completed the casual work.

81. Other conditions

81.1 Outside work

- 81.1.1 Language staff may, in consultation with the CET Director and consistent with the University Code of Conduct, engage in additional professional work:
- a. outside of their normal working hours when it does not conflict with their teaching responsibilities; and
 - b. within their normal working hours, with the prior approval of the Director, as long as language staff make up any time off without overtime provisions applying.

81.2 Induction

- 81.2.1 New language staff will be given induction during normal work time so that they will become aware of all CET operations and can identify the skills and duties required of them.

81.3 Overseas duties

- 81.3.1 Before language teachers are required to undertake duties overseas, the University and the language staff member will negotiate any special conditions that will apply.

81.4 Performance management

81.4.1 Performance Management and Development

The University's Performance Management and Development (PM&D) Program is the overarching process for performance evaluation including probation. PM&D applies to all full-time and part-time staff on continuing appointments and to staff on fixed-term contracts of a period greater than 12 months. The University will continue to consult with the Union and staff regarding the development and implementation of PM&D.

81.4.2 Annual Activities Evaluation

- a. Each staff member should submit an Annual Activities Evaluation (AAE) form to his or her supervisor on an annual basis. The AAE form is to identify the core activities undertaken by the staff member during the previous 12 months. A copy of the AAE form will be kept by the supervisor in a secure location.

- b. The AAE Form may be used in the following processes for assessing the performance of a staff member:
 - i. probation review;
 - ii. incremental salary progression;
 - iii. performance recognition and progression; and
 - iv. for other purposes as may be considered appropriate by the University following consultation with the parties.

81.5 Staff Development

- 81.5.1 The University is committed to the on-going development of its staff in the interests of the staff members and the institution.
- 81.5.2 Staff members will be provided with the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through their participation in:
 - a. staff development programs; and
 - b. a review of their activities and performance with their supervisor.
- 81.5.3 Such reviews should occur on an annual basis. Staff members and their supervisors may agree to hold reviews less frequently.
- 81.5.4 Staff development programs should be compatible with and promote equal opportunity and affirmative action policies, offer staff the opportunity for impartial appraisal of their performance and provide avenues to develop in identified areas where appropriate.
- 81.5.5 All staff will have access to a range of staff development opportunities.
- 81.5.6 Staff development programs should include components for:
 - a. new staff members;
 - b. on-going staff development in administration;
 - c. training of supervisors in staff assessment techniques.
- 81.5.7 In order to facilitate staff development programs, the University will maintain a staff development unit and/or units with adequate staff and adequate resources, readily accessible to all levels of staff. It is noted that staff development functions are also undertaken by a range of organisational units.
- 81.5.8 Organisational unit(s) dedicated to staff development will be staffed by appropriately qualified and experienced professional staff, who will be involved in the development, implementation and supervision of the University's staff development programs.

81.6 Staff Supervision

- 81.6.1 Each staff member will have a nominated supervisor, and at the time of taking up a position will be advised in writing of the name and/or position of the nominated supervisor.
- 81.6.2 The supervisor will be the head of the organisational unit in which the staff member is employed, provided that the relevant Deputy Vice-Chancellor or Pro-Vice-Chancellor may delegate in writing another staff member classified at an appropriate level to be supervisor of one or more staff or group(s) of staff.
- 81.6.3 Supervisors will provide leadership and are responsible for monitoring the performance of staff members and for providing assistance to staff members whose performance is assessed as requiring improvement.
- 81.6.4 The primary purposes of any performance assessment and development process are to:
 - a. provide assistance to any staff member whose performance is assessed as requiring improvement; and
 - b. recognise outstanding performance.
- 81.6.5 Assessment of under-performance by a supervisor based on an overall performance rating of 'not meeting performance objectives' may lead to a performance improvement plan and the deferral of incremental progression, and if not resolved may ultimately lead into unsatisfactory performance processes if the agreed improvement does not occur within a specified time frame.
- 81.6.6 A situation where a staff member's performance is assessed as requiring improvement will be resolved through guidance and the setting of an appropriate time-line to achieve this. The time period within which reasonable improvement can be expected will be recorded on the AAE form for purposes of follow up. The supervisor will retain a copy of AAE form for each staff member in a secure location.
- 81.6.7 Supervisors will be given appropriate training in the assessment of staff, and the relevant provisions of this Agreement.

82. Program co-ordinators

82.1 Number of program co-ordinators

- 82.1.1 During the life of this Agreement, and provided that at least ten (full-time equivalent) language teachers are engaged at the CET, there will be at least two program co-ordinator positions. Clause 82 will only apply while there are at least two program co-ordinator positions.

82.2 Appointment of program co-ordinators

- 82.2.1 One or more program co-ordinator positions may be filled by internal or external merit based selection.

83. Managing Change, consultation committee, dispute resolution and grievance settling

- 83.1 The Managing Change provisions of the Main Agreement apply to language teaching staff and the CET.
- 83.2 The CET Joint Consultative Committee (CET JCC) will be a forum for consultation between the parties in relation to, as they arise in CET:
 - 83.2.1 organisational and workplace change issues; and/or
 - 83.2.2 industrial matters.
- 83.3 The CET JCC will operate within the terms of Clause 60 Managing Change of the Main Agreement.
- 83.4 The CET JCC will be made up of four persons, with two representing the management of the CET and two representing the NTEU. In addition, an industrial officer from the University and the NTEU will normally be present.
- 83.5 Management representatives will regularly brief the CET JCC about the CET's strategic direction and developments concerning the CET at a broader University Management level.
- 83.6 The CET JCC will also be briefed on the University's budget, including any significant changes to the budget following its submission to the Finance Committee. This will enable the members of the Union to have the opportunity to consider implications for them, and provide feedback and input into the University's strategic decision making processes.
- 83.7 The Secretariat for the CET JCC is the Industrial Relations Office. The Secretariat will distribute the agenda and record minutes of the meetings. Agenda items and supporting papers should be tabled through the Secretariat at least four days before each meeting.
- 83.8 The CET JCC will convene at least twice annually or more often at the request of one of the parties if there is a need.
- 83.9 The provisions in Clauses 67 Industrial Dispute Resolution and 68 Grievance Settlement of the Main Agreement apply to language staff and the CET.
- 83.10 For the sake of clarity, nothing in the Main Agreement will mean that the Redundancy and Redeployment provisions for academic staff apply.

84. Role of Union & right of entry

- 84.1 The provisions of the Main Agreement apply to language staff and the CET.
 - 84.2 Deduction of union dues.
- The provisions of the Main Agreement apply to language staff and the CET.
- 84.3 Right of entry.

The provisions of the Main Agreement apply to language staff.

85. Teaching and development activities

85.1 Consultation on teaching and development activities

85.1.1 In order to:

- a. enhance the competitive edge of CET in the international/local ELICOS market;
- b. ensure the continued relevance of language teaching programs; and
- c. maximise student intake;

the parties are committed to:

- d. investigating the feasibility of teaching programs spanning up to 50 weeks in any one year (whilst allowing all language staff to have access to their leave entitlements, public and University holidays);
- e. revitalising existing and introducing new programs and/or teaching techniques/methodologies; and
- f. the ongoing development of language staff to deliver the highest quality service to CET students.

85.1.2 To accomplish these commitments, the CET Director will consult with the Director of Studies, program co-ordinators and language teachers when:

- a. setting teaching and development priorities for CET programs/courses; and
- b. allocating any necessary release from face-to-face teaching for language staff to engage in:
 - i. course design
 - ii. materials and/or curriculum development
 - iii. relevant project work
 - iv. staff development activities
 - v. non-teaching or administrative duties between teaching programs.

85.2 Maximum teaching weeks

85.2.1 Language staff:

- a. will teach CET programs to a maximum of 42 weeks in any one teaching year;
- b. will teach no more than ten consecutive weeks in a CET program without having release from face-to-face teaching, unless varied by agreement; and
- c. may be released from face-to-face teaching for course design, materials and/or curriculum development, and relevant project work, consistent with sub-clause 85.1.2.

85.2.2 The release time for each ten consecutive week course taught will be five working days. Release time will be by agreement where the language teacher teaches less than ten consecutive weeks.

85.3 Staff development activities

85.3.1 The Director of Studies, in consultation with the program co-ordinators and language teachers, may organise appropriate group/individual staff development activities. The type of activities and when they are conducted will be subject to available funding. Generally, activities will be arranged in-house, but may be off-campus, or given by off-campus providers.

SCHEDULE 3: CASUAL ENGAGEMENT PROFORMA

Casual Academic Staff - Pro Forma Employment Contract

_____ / _____ / 2004

Dear _____

On behalf of the University I am pleased to offer you a contract of employment as a casual academic in the Department/School of _____.

For your information, the University of Sydney is a party to the University of Sydney Academic and Teaching Staff Agreement 2003-2006, from which your conditions of employment are derived. Casual academic staff are paid in accordance with the casual academic rates contained in Schedule 1 of the Agreement.

These duties relate to the course/subject _____ (_____). The member of staff responsible for this course is A/Prof/Dr M/r/s _____ who is your supervisor (or your supervisor will be A/Prof/Dr M/r/s _____). You are to liaise with this staff member concerning your performance of the duties set out in the Table of Duties and the facilities and the support to be provided to you.

The attached Table of Duties outlines the duties you are required to perform, the number of hours you are required to perform them, and the rate of pay for each class of duty required. You will be paid for any additional duties you are required to perform during the term of your engagement. Any additional duties are to be recorded in the Table of Duties.

The University of Sydney will make superannuation contributions in accordance with the Tertiary Education Superannuation Scheme (TESS) Superannuation Award, 1993, or Superannuation Law.

Please note that this is a casual appointment and as such you do not accrue any leave entitlements. You are also only entitled to be paid for work performed.

You may only be engaged by the University as a casual staff member to provide lecturers, tutorials or demonstrations for up to 0.6 of the time of the teaching contact hours expected of a full-time staff member of similar designation within the School.

You are advised that if the University becomes aware that the number of casual hours you work for one semester or more exceeds the local 0.6 ratio, you will be paid equivalent to a relevant fractional staff member for 20 weeks for each semester in which you have exceeded the local ratio, less the amounts already paid to you for casual work in that semester.

Therefore, you are required to advise your supervisor if you are undertaking any casual work for the University additional to that detailed in this document, both at the time you sign below and in the future. Failure to do so may nullify the casual engagement.

To promote the highest ethical and moral standards and to foster an understanding of the conduct expected of staff, the University has a Code of Conduct. The University expects that all staff members will act in accordance with the Code and within the spirit of the role and values of the University. In accepting this offer you agree to abide by its provisions. It is amended from time to time and notice of amendments is provided to staff. The Code of Conduct can be found on the University's web site at: <insert code of conduct web address>.

University resources are to be used for University purposes only, unless express permission has been granted for non-University or private usage. The University's mail, telephone, mobile phones, facsimile machines, email and internet are provided for University use. Excessive and/or unauthorised personal use of any of these facilities can lead to the University taking disciplinary action. Emails

(including personal emails) remain the property of the University at all times and may be accessed under Freedom of Information requests.

(New Casual Academics Only: Please bring proof of identity and residency (either a passport or a driver's licence and birth certificate) with you as these documents must be sighted before you commence work in order for you to be paid. You will also be required to complete a Tax File Number Declaration form).

Please indicate below, by signing the document where indicated, that you agree to the terms of this casual engagement.

Table of duties for casual academic engagement - Semester I/II (Year)

Type of Duty (Description of Duties required)	Rate of Pay	Number of Hours	Total Payment	Additional duties required (initialled by casual academic and supervisor)

I hereby state that I agree to the terms of the casual engagement specified in this document, and that I am not undertaking any additional casual work for the University to that detailed in the attached Table of Duties. Further, should this situation change, I will advise my supervisor:

Casual Academic (Print Name): _____ Email: _____

Signature: _____ Date: _____

Head of School signature: _____ Date: _____

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Signed for and on behalf of
the National Tertiary
Education Industry Union

Name:

in the presence of

dated

Signed for and on behalf of
The University of Sydney

Name:

in the presence of

dated

*The University of Sydney Academic and Teaching Staff
Agreement 2003 - 2006*
Erratum and Clarifications

The University and the National Tertiary Education Industry Union (the NTEU) have agreed that the following are errors within the Agreement. Errors number 2,3, & 4 been corrected in this printed version of the Agreement.

1. Clause 44.4.5 “Long service leave” states:

*" ... if a staff member takes another form of leave on half-pay, his or her **annual leave** will accrue at half the rate for the period of the other form of leave taken".*

This should refer to *"his or her long service leave will accrue at half the rate..."*.

2. Clause 48 Staff Called as Witnesses was carried over from the general staff agreement with no amendment. The second sentence refers to

*"The staff member will either take annual leave, **access any banked scheduled days off or time in lieu of overtime**, or apply for leave without pay to cover the period of absence."*

This is incorrect for academic staff who do not work prescribed hours.

3. The CET Schedule, sub-clause 77.1.1.g states:

"The salaries and casual rates of pay for staff which reflect these increases are set out in sub-clause X"

Sub-clause X should refer to sub-clauses 77.8 and 77.9.

4. In the CET Schedule, see "77.9.1 Teaching - ... refer to sub-clause 76.6.6 (i)"

This should refer to sub-clause 76.6.6 (a).

Any queries concerning these erratum and clarifications should be referred to the Industrial Relations Office.