



**UNIVERSITY OF TASMANIA
STAFF AGREEMENT**

2013-2016

PART A - ADMINISTRATIVE ARRANGEMENTS

1. TITLE

This Agreement shall be known as the “University of Tasmania Staff Agreement 2013 - 2016”.

2. ARRANGEMENT

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3. SCOPE OF AGREEMENT AND PARTIES AND PERSONS BOUND

3.1 This Agreement applies to all staff employed by the University of Tasmania, with the exception of:

- (a) persons employed as Farm Operatives or Trainee Farm Operatives at the University's research farms; and
- (b) employees holding management appointments graded higher than the HEO level scale.

3.2 This Agreement is binding upon:

- (a) the University;
- (b) all staff employed by the University; and
- (c) the NTEU, CPSU and HSU.

3.3 Residential Pastoral Care Staff (including Residential Support Officers)

3.3.1 Only Clauses 1, 2, 3, 4, 5, 6, 30, 38 and 48 apply to employees engaged by the University to provide pastoral care to residential students.

3.3.2 Where such employees are provided with accommodation for which they pay rent, they will be charged rent equal to the self-catered rate being charged by the University and will be paid a salary equal to this amount.

3.4 Farm Hands, Shed Hands and Pieceworkers

3.4.1 Only Clauses 1, 2, 3, 4, 5, 6, 30, 38 and 48 apply to employees engaged as casual farm hands, casual shed hands or pieceworkers at the University farms.

3.4.2 Shearers and casual shed hands will be paid in accordance with the Pastoral Award 2010.

3.4.3 Casual farm hands will be paid in accordance with the Horticulture Award 2010.

4. OPERATION OF AGREEMENT

- 4.1 This Agreement will operate from 7 days after its approval by the Fair Work Commission. The nominal expiry date of this Agreement will be 30 June 2016.
- 4.2 This Agreement will thereafter continue in operation in accordance with the Fair Work Act 2009 until replaced by a subsequent workplace agreement or terminated in accordance with the Act.
- 4.3 The parties to this Agreement may agree to commence negotiations for a new Agreement 3 months prior to the date of expiry of this Agreement.

5. DEFINITIONS

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| Academic staff | means persons employed as academic staff of the University. |
| Budget centre | means a unit within the University's financial management structure that is functionally and financially distinctive. University budget centres include Schools, Institutes, Co-operative Research Centres, administrative sections and University Business Enterprises. |
| Casual employee | means an employee employed on a casual basis. |
| Continuing employee | means an employee who is employed on an ongoing basis without an expiry date. |
| Consultation | means conferring and taking into account views expressed before final decisions are made, and includes a bona fide opportunity to influence the decision maker. |
| CPSU | means Community and Public Sector Union. |
| Dean | means the executive head of a Faculty. |
| Demonstration | means a session whose primary purpose is the demonstration of skills and supervision of students in practising those skills. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference). |
| Disciplinary action | means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct. |
| Disciplinary Review Committee ("DRC") | means the committee established under Clause 70 of this Agreement. |
| Employee | means a person employed as a member of staff of the University, and includes a person employed by the University but located in a Co-operative Research Centre or like entity. |
| ELC Director | means the Director of Studies at the English Language Centre. |
| ELC employees | means ELC Teachers, Managers and the Director of Studies. |
| eValuate | means Student Evaluation of Teaching and Learning. |
| Executive Director, Human Resources | means the member of the University's senior management who has portfolio responsibility for human resources. |
| Existing employee | means a person employed by the University at the date of commencement of this Agreement. |
| Faculty | means the largest academic organisational unit within the University and normally comprises a cluster of academic schools. |
| Family violence | is conduct constituting family violence as defined by s.7 of the <i>Family Violence Act 2004</i> . |

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| Fixed-term employee | means an employee employed on a contract that has an expiry date or that is due to conclude on the completion of a specific task or project. |
| Head of Budget Centre | means the Head of the Budget Centre where the employee is employed. |
| HEO | means Higher Education Officer. |
| Head of School | means the head of an academic School or equivalent academic organisational unit of the University. |
| HSU | means Health Services Union. |
| Human Resources | means the Human Resources section of the University. |
| Junior | means an employee who has not attained 20 years of age. |
| Lecture | means a real time (i.e. synchronous) activity whose primary purpose is the presentation and structuring of information, ideas, skills (or body of knowledge and/or skills) to a class to facilitate student learning. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference), and includes any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time). |
| Misconduct | means conduct which is not serious misconduct as defined, but which is nonetheless conduct that is unsatisfactory. |
| Non-superannuable loading | means a salary loading upon which no superannuation is paid. |
| NTEU | means the National Tertiary Education Industry Union. |
| Operating funds | means the Commonwealth Operating Grant and/or student course fee income and/or other discretionary sundry income. |
| Part-time employee | means an employee who is engaged to work at any fraction of full-time which is less than 100 per cent. |
| Parties | means the parties to this Agreement. |
| Partner | means a person of the opposite or the same sex who lives with the employee on a bona fide domestic basis irrespective of whether or not they are legally married. |
| Primary care-giver | means a person who assumes the principal role of providing care and attention to a child. |
| Reasonably contemporaneous student consultation | means ad hoc student consultation directly associated with the lecture, tutorial or clinical nurse education session, and which occurs within seven days of it, but does not include formally scheduled student consultation time approved by a unit coordinator. |
| Salary | means the monetary amount provided in the salary columns of Clauses 24, 26 and 28, for the classification of the position occupied by an employee. "Salary", for the purposes of calculating termination payments for untaken annual leave, untaken long service leave or other termination entitlements, does not include non-superannuable loadings. |
| Serious misconduct | means (as defined by the Fair Work Regulations 2009) (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and (b) conduct that causes serious and imminent risk to: (i) the health or safety of a person; or (ii) the reputation, viability or profitability of the employer's business. |

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| | The Regulations also list the following conduct as being deemed serious misconduct: (a) the employee, in the course of the employee's employment, engages in theft, fraud or assault; (b) the employee being intoxicated at work; (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment. |
| Supervisor | means the employee's supervisor for all purposes including performance and career development. |
| Tutorial | means a structured activity whose primary purpose is the clarification, exploration or reinforcement of subject content presented or accessed at another time or place (e.g. lecture, set reading). It is reliant on student-teacher and student-student interaction and dialogue for achievement of its learning outcomes. The activity can occur in either real (synchronous) time, face-to-face or mediated by technology, or be asynchronous (online), and includes any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time). |
| Unions | means the National Tertiary Education Industry Union (NTEU), Community and Public Sector Union (CPSU), the Health Services Union (HSU). |
| University | means the University of Tasmania, which includes institutes such as the Australian Maritime College, the Menzies Research Institute and the Institute for Marine and Antarctic Studies. |
| Vice-Chancellor | means the Vice-Chancellor and President of the University (and includes an Acting Vice-Chancellor and a person nominated by the Vice-Chancellor to perform a particular function of the Vice-Chancellor under this Agreement). |
| Workshop | means a structured activity that involves a mix of presentation of new information/ideas/skills by the facilitator and teacher-guided activities related to that information/ideas/skills. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference) and includes any educational delivery described as a workshop in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time). |
| Written, in writing | means communication in hard copy form and includes facsimile and email, which is capable of being printed as a hard copy. |

6. AWARDS AND AGREEMENTS SUPERSEDED

This Agreement is a closed and comprehensive Agreement in that it supersedes and prevails over all awards and collective agreements (whether certified or not) insofar as they would otherwise apply to staff covered by this Agreement.

7. OPERATION OF UNIVERSITY POLICY, PROCEDURES AND GUIDELINES

- 7.1** Notwithstanding any reference in this Agreement to University policy, procedures and guidelines, all policy, procedures and guidelines sit outside, and do not form part of this Agreement. This Agreement shall prevail to the extent of any inconsistency between a policy, procedure or guideline and this Agreement.
- 7.2** The University will consult with the NTEU, CPSU and HSU and with employees generally before making any changes to the employment conditions listed below. No changes shall be implemented by the University prior to the conclusion of a reasonable consultation period, normally of between 4 and 6 weeks duration, commencing from when the unions and employees are notified of the proposed changes. Any dispute over proposed changes may be referred to the Fair Work Commission for resolution by conciliation or arbitration. No changes shall be implemented by the University prior to a dispute being resolved by agreement or by conciliation or arbitration.

The employment conditions referred to above are as follows:

- (a) Academic Promotion Criteria and Procedures
- (b) Performance and Career Development Policy and Procedures
- (c) Academic Probationary Procedures.

- 7.3** The University will consult with the NTEU, CPSU and HSU and with employees generally before making any changes to the employment conditions listed below. No changes shall be implemented by the University prior to the conclusion of a reasonable consultation period, normally of between 4 and 6 weeks duration, commencing from when the unions and employees are notified of the proposed changes. Any dispute in relation to consultation only may be referred to the Fair Work Commission for resolution by conciliation or arbitration. No changes shall be implemented by the University prior to a dispute being resolved by agreement or by conciliation or arbitration.

The employment conditions referred to above are as follows:

- (a) Intellectual Property.

8. STAFF ACCESS TO THIS AGREEMENT

Employees shall have access to an electronic version of this Agreement on the Human Resources website, together with other Human Resources policies, procedures and guidelines, which shall be maintained by Human Resources.

9. STAFF ACCESS TO PERSONAL FILE

Human Resources shall maintain, on behalf of the University, the official confidential personal file for each continuing and fixed-term employee. Arrangements to view this file can be made with Human Resources.

10. INTELLECTUAL FREEDOM

- 10.1** The University will maintain a scholarly working environment which upholds free enquiry in the creation, preservation, communication and application of knowledge, and recognition of the moral rights of academics including the rights of creators of online teaching and learning materials.
- 10.2** Employees shall have freedom to engage in critical enquiry, intellectual discourse and public controversy within their area of professional expertise without fear or favour.
- 10.3** Employees shall also have the freedom to make comment outside their areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University.
- 10.4** Intellectual freedom does not include the right to harass, intimidate or vilify others.

11. UNION RIGHTS, RESOURCES AND DELEGATES

- 11.1** At the written request of an employee, the University will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the union's rules. There will be no charge to the employee for this service. The employee or the union shall be entitled to cancel the arrangement at any time by advice in writing.
- 11.2** Employees elected or appointed as local NTEU, CPSU and HSU delegates in accordance with union rules will, upon notification from the relevant union to the University, be recognised as the accredited local delegates of the NTEU, CPSU and the HSU.
- 11.3** The local union delegate will, so far as is reasonable, be allowed the necessary time during working hours to:
- meet with members and/or the University's representatives on matters affecting employees (including grievances and workplace issues);
 - represent employees on committees to which they are officially elected or appointed; and
 - attend meetings of union bodies in which they have official roles.

Union delegates shall provide the work area with reasonable advanced notice of any requests for time release so that, where required, coverage can be arranged.

- 11.4** Local union delegates will use their best endeavours to resolve matters without interruption to the effective and efficient operation of the University in accordance with the procedures prescribed by Clause 69 of this Agreement.
- 11.5** Employees are able to attend an on-site annual general meeting of their union during work time without loss of any pay, provided that their absence from work does not exceed one hour.

- 11.6** The University will provide funded time release for the NTEU Tasmanian Division President and Secretary to engage in NTEU activities. This will be in the form of reimbursement to the relevant University budget centre(s) to the total value of 50% of the salary plus relevant on-costs of a Level C Step 6 academic per annum.

The NTEU will provide reasonable advance notice of the distribution of time release as between the Division President and Division Secretary from time to time.

12. INDIGENOUS EMPLOYMENT

- 12.1** The University is committed to increasing employment and career development opportunities for Indigenous Australians. This objective is recognised as being a desirable end in itself as well as being a necessary pre-condition for improving Indigenous Australian student and community participation rates throughout the University. This objective forms part of the University's commitment to reconciliation and partnership with Indigenous Australian people.
- 12.2** It is recognised that a supportive working environment is required to acknowledge and, where possible, redress past social injustice and employment inequity. The University is committed to the renewal, refresh and implementation of an Aboriginal Employment Strategy (the Strategy) consistent with the main recommendations of the Review of Higher Education Access and Outcomes for Aboriginal and Torres Strait Islander People (the "Behrendt Report") including the establishment of a senior University Aboriginal leadership position with a focus on organisational strategies and plans. The Behrendt Report makes reference to the objective of national population parity. This implies a potential figure of approximately 60 employees by 2020. The Strategy will likely establish an Advisory Group (or similar) comprising relevant stakeholders, including the unions party to this Agreement.
- 12.3** The University will consult with the Parties to the Agreement, and other relevant stakeholders, in relation to meeting the recommendations of the "Behrendt Report" with respect to Indigenous employment over the life of the Agreement.
- 12.4** The University will take active steps to achieve the objectives of the Strategy and will report to the Parties on the development and implementation of the Strategy on an annual basis.

13. PREVENTION OF HARASSMENT AND DISCRIMINATION

- 13.1** The University is committed to the provision of a working and learning environment that is free from harassment and unlawful discrimination, and a culture where all members of the University community are treated with dignity, courtesy and respect. Workplace bullying and other forms of harassment will not be tolerated.
- 13.2** The University will appoint and provide training to Contact Officers, who will be available as a first point of contact for persons wishing to discuss how to have a complaint dealt with in accordance with University policy and procedures.
- 13.3** Employees may also seek advice and assistance from the NTEU, CPSU and HSU or from other persons qualified to give advice and assistance.

PART B - EMPLOYMENT ARRANGEMENTS

14. MODES OF EMPLOYMENT

14.1 All employees shall be employed on either a full-time, part-time or casual basis. Full-time and part-time employees shall be employed on either a continuing or fixed-term basis.

14.2 Each offer of appointment to a new employee shall outline the nature of the appointment and the main conditions of employment that shall apply.

14.3 Full-time employees shall receive annual salaries as provided for in the relevant salary clauses of this Agreement.

14.4 Part-time employees shall receive the relevant fraction of a full-time salary and the relevant fraction of the leave entitlements provided by this Agreement. Part-time employment may be expressed as a fraction of a normal working week or as a fraction of any twelve-month period, including a rolling twelve-month period, in circumstances where the job role does not require work over the full year.

14.5 Annualised hours (Averaged part-time employment)

14.5.1 An employee may negotiate with the University to move to an annualised hours arrangement for a period of twelve months, with the employee receiving reduced fortnightly payments based on his/her projected average service fraction.

Options for annualised hours:

- (a) work 100% fraction (or other nominated fraction) for 6 months, not work for 6 months; or
- (b) work during semesters at 100% fraction (or other nominated fraction), not work during semester breaks; or
- (c) work for 9 months at 100% fraction (or other nominated fraction), not work for 3 months.

14.5.2 Where in any pay period, an annualised hours staff member works in excess of the number of ordinary hours in the fortnight for which he/she is engaged, the payment for the additional ordinary hours or overtime will be made in the first available pay period following receipt of a valid claim.

14.5.3 Superannuation contributions and leave accruals will be based on the employee's reduced service fraction, with amendments made as necessary where additional ordinary hours are worked.

14.5.4 In the event that the employment of an annualised hours employee ceases, or he/she accepts another position within the University, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member, will be performed and:

- (a) if the employee has received a payment in respect of work or hours which are not then worked by the employee, that payment will be repaid

by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee; or

- (b) if an employee has performed work for which he/she has not yet received payment by the University, the University will pay to the employee such amount as at the date of termination.

15. FIXED-TERM EMPLOYMENT – ACADEMIC AND PROFESSIONAL EMPLOYEES

15.1 Appointments principally funded from the University's Operating Funds shall be limited to work activity that comes within the description of one or more of the following circumstances:

- (a) an appointment for a specific task or project which has a commencing date and which is expected to be completed within an anticipated timeframe, including for up to 12 months where new course offerings or organisational structures are being considered or trialled, or in accordance with the University's Graduate Employment and Cadetship Program. The above time limits may be extended once for a period of up to 12 months at the discretion of the Executive Director, Human Resources (or nominee) or alternatively for a longer period by agreement with the unions;
- (b) a research-only appointment of up to 5 years' duration;
- (c) a replacement appointment to cover someone on authorised leave or temporarily seconded away from his/her usual work area;
- (d) an interim appointment to a vacant position where recruitment action has commenced to fill the position on an ongoing basis;
- (e) an appointment of up to 2 years' duration as part of a professional or vocational education curriculum;
- (f) a pre-retirement contract of up to 5 years' duration;
- (g) an appointment of an undergraduate or post-graduate student not extending beyond the year of completion of study, provided that the offer is not made on condition that the person offered the employment undertakes the studentship. This may include Graduate Teaching Fellowships;
- (h) an appointment at Level D or E under a career entry recruitment program;
- (i) as an apprentice, trainee or a secondee to the University or as a joint appointee to the University and another employer;
- (j) to any senior position at the level of Dean or above;
- (k) an appointment not covered in the above categories by agreement with the unions. Agreement shall not be unreasonably withheld.

15.2 Each offer of a fixed-term appointment shall specify the basis for making the appointment in accordance with the categories provided for in Clause 15.1.

15.3 Nothing in this clause prevents an employee with a continuing appointment from taking up a temporary fixed-term appointment with the University with a right of reversion to their continuing status thereafter; or from taking up a part-time temporary

fixed-term appointment in conjunction with an existing continuing appointment which becomes less than full-time for that period.

- 15.4** Severance pay is applicable upon termination of employment on contract expiry in all cases where the appointment is a second or subsequent fixed-term appointment of the type described in category (a) or (b) in Clause 15.1, whether or not the appointment is funded from the University's Operating Funds. Severance pay is paid only when the staff member seeks to continue the employment, and when there is no further offer of employment for a reasonably related appointment. Severance pay is not applicable, however, where service is not continuous or where a further fixed-term contract or a continuing appointment is offered but not accepted by the employee and the appointment would not have involved an overall diminution of conditions of employment, including salary.
- 15.5** The University may, however, withhold a severance payment for up to four weeks after contract expiry where the employee is advised that it is possible that they will be re-employed on a fixed-term or continuing basis within the six-week period from termination. The severance payment will not be payable if the employee is so re-employed by the University.
- 15.6** Severance pay, where applicable, shall be calculated by reference to the employee's length of service with the University in accordance with the following scale:

| Period of Eligible Service | Severance Pay |
|---|---------------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

For the purposes of severance pay calculations, eligible service shall be calculated on the basis of the employee's average service fraction over their period of eligible fixed-term employment and applies only to fixed-term employment and includes:

- prior periods of fixed-term employment where the break between the periods of employment is 6 weeks or less,

but excludes:

- any break between periods of fixed-term employment, and
- any period of leave without pay of more than 20 working days.

- 15.7** The University shall provide fixed-term employees, other than employees specified in Clause 15.1 (c) or (f), with written notice of the University's intention to renew, or not to renew, their employment upon their contract expiry. The period of notice to be

provided shall be calculated by reference to the employee's length of service with the University in accordance with the following scale:

| Period of Eligible Service | Notice Period |
|---|------------------|
| Not more than 3 years | At least 2 weeks |
| More than 3 years but not more than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

An employee over 45 years of age with at least 2 years' eligible service shall be entitled to an additional week's notice.

15.8 Where an employee has been continuously employed on a fixed-term basis for more than 6 years, the University's Redeployment Policy shall apply as if the employee were a continuing employee, such that the employee will be considered for redeployment to an alternative position in the event that their existing fixed-term appointment is not to be extended.

15.9 A fixed-term contract may be foreshortened by the University on account of operational needs or on account of serious misconduct or unsatisfactory performance, or under the terms of probation. Where a fixed-term contract is foreshortened on account of operational needs, the employee shall be entitled to a redundancy payment. Such payment shall be equal to the balance of the contract period or the notice period specified in Clause 15.7, whichever is the lesser, plus the severance payment amount specified in Clause 15.6. The provisions of Clauses 67 and 68 do not apply in such cases.

15.10 Graduate teaching fellowships

15.10.1 A graduate student of the University may be appointed as a part-time Teaching Fellow whilst the student is enrolled as a research higher degree student at the University.

15.10.2 Given the student's study requirements, the part-time Teaching Fellowship will not normally be more than a 50% part-time appointment.

15.10.3 A Teaching Fellow will be responsible to the Head of School or nominee and may be asked to perform duties that include:

- laboratory instruction and demonstrating;
- giving tutorials and lectures;
- teaching as a member of a teaching team; and
- being available for student consultation.

15.10.4 A Teaching Fellow, during the period of his/her appointment and within his/her workload allocation, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic or other senior academic in such developmental areas as:

- (a) general approach to teaching;
- (b) discipline-specific approach to teaching; and

(c) evaluation and improvement of teaching method.

15.10.5 As well as performing the required designated duties, a Teaching Fellow will be expected to pursue diligently the research higher degree for which he/she is enrolled.

15.11 Contracts normally to be for the duration of a grant or work

Where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period of the grant. The exception to this is if there is a genuine operational reason related to the required commencement or completion time of particular work on a research project, or the preference of an employee. In this case, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period the work is expected to be required.

16. FIXED-TERM EMPLOYMENT – ELC EMPLOYEES

16.1 A fixed-term contract may be foreshortened by the University on account of operational needs or on account of serious misconduct or unsatisfactory performance or under the terms of probation. Where a fixed-term contract is foreshortened on account of operational needs, the employee shall be entitled to a redundancy payment. Such payment shall be equal to the balance of the contract period or the notice period specified in Clause 65, whichever is the lesser plus the severance payment amount specified in the table below. The provisions of Clause 68 do not apply in such cases.

| PERIOD OF ELIGIBLE SERVICE | SEVERANCE PAY |
|---|----------------------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

16.2 An employee holding a fixed-term appointment will be provided with not less than 4 week's written notice of the University's intention to renew, or not to renew, their employment upon their contract expiry.

16.3 Where an employee has been continuously employed on a fixed-term basis for more than 6 years, the University's Redeployment Policy shall apply as if the employee were a continuing employee, such that the employee will be considered for redeployment to an alternative position in the event that their existing fixed-term appointment is not to be extended.

17. CONVERSION OF FIXED-TERM EMPLOYMENT TO CONTINUING EMPLOYMENT

- 17.1** Where an employee has been continuously employed on a fixed-term basis over a period of at least six years and the employee has obtained one or more of those fixed-term appointments through an external competitive merit selection process, the employee will be eligible to apply for conversion to a continuing appointment. A probationary period may be applied, but it shall not normally be required where the employee has been satisfactorily performing a job role which is the same or substantially similar to that to which they are being converted.
- 17.2** Applications for conversion will be considered on their merits and shall have regard to the employee's work performance and the operational needs of the University.
- 17.3** Factors at the time of application that would ordinarily lead to an application being unsuccessful include, but are not limited to, the following:
- the employee's appointment is principally funded from a source other than the University's Operating Funds;
 - the employee holds an appointment for a specific task or project;
 - the employee is employed to cover a temporary vacancy or to cover someone absent on leave;
 - the employee is employed off-shore;
 - the employee is employed on a pre-retirement contract;
 - the employee holds a senior appointment at the level of Dean or above;
 - there is a decline in student numbers in the case of ELC staff;
 - the fixed-term appointment is to meet a curriculum requirement in professional or vocational education for recent practical or commercial experience.

An employee whose application for conversion is rejected will not be entitled to apply again within 12 months.

- 17.4** Notwithstanding any of the above, it shall also be open to a Head of Budget Centre/School to recommend converting a fixed-term appointment held by an employee into a continuing appointment on the basis of outstanding performance by that employee.

18. CONTRACT OF EMPLOYMENT

18.1 Recognition of rights

- 18.1.1** The University recognises the rights of its employees to choose to belong or not belong to a union and for its employees to be represented by a representative of their choice as provided by this Agreement.
- 18.1.2** The University recognises the rights of all its employees to be consulted on matters which directly affect them in their employment.
- 18.1.3** Employees recognise and accept the right of the University to plan, organise, manage and decide upon the operations of the University.

18.1.4 The University and its employees and the NTEU, CPSU and HSU recognise their joint responsibility to ensure that this Agreement is effective.

18.2 Employment obligations

To effect an efficient, smooth operation, all employees have employment obligations both to the University and their fellow employees. It is a term and condition of employment, and of the rights applying under this Agreement, that each employee shall, as required, carry out such duties as are within the limits of the employee's skill, competence and training and which the employee can be reasonably required to perform.

18.3 Payment of salary

Salary shall be paid under this Agreement on the basis of:

- (a) performance of work in accordance with the employee's contract of employment or the taking of approved paid leave; or
- (b) where the employee is not required to attend for work, but is ready, willing and able to perform his or her duties and would otherwise have ordinarily been required to attend for work.

19. CASUAL EMPLOYMENT – ACADEMIC

19.1 The University recognises the desirability that continuing employment should be the preferred mode of employment and as such casual appointments are normally only offered where there is a need to engage additional staff where the work is irregular, to cover a short-term absence, to provide industry or professional experience or to provide postgraduate opportunities.

19.2 The University will conduct a review in June of each year of the utilisation of casual academic employment by each School during the preceding calendar year. Where this mid-year review shows that the percentage that casual employment constitutes of the total equivalent full-time academic employment of any School or equivalent organisational unit has increased by more than 5 "percentage points" compared to the previous calendar year (e.g. an increase from 7 per cent of FTE to more than 12 percent of FTE), Human Resources will seek advice from the Head of School regarding the reasons for such increase and in relation to future casual employment projections.

The results of each review and the casual employment projections advised by heads of School will be discussed with the NTEU for the purpose of obtaining union feedback to the University in a timely manner in relation to alternative approaches that the University might decide upon to accommodate workload demands.

19.3 Where an employee has been continuously employed on a casual basis for at least three years, Human Resources will also discuss this situation with the Head of School with a view to the employee being provided, where appropriate, with greater job security through a guarantee of further employment for a specific period of time.

19.4 Minimum period of engagement

The minimum period for casual employment shall be three hours in any week (including both contact hours and paid associated working time) and, so far as practicable and by agreement with the employee, work shall be organised to minimise

the number of days in each week on which a casual employee is required to attend for work.

19.5 Casual employees engaged over an anticipated timeframe

- 19.5.1** The University acknowledges the value of providing sessional academic employees with an element of security of employment by offering semester-long engagements or engagements over other anticipated timeframes.
- 19.5.2** Where it is anticipated that a casual employee will be engaged to perform a task or tasks which will extend over an anticipated timeframe, the casual employee may be offered a contract of employment which, in addition to the information normally provided to a casual employee, will provide the following information:
- the expected date at which the casual appointment will expire;
 - the number of hours that are anticipated to be required over the length of the engagement; and
 - the total amount which will be earned by the employee if he or she satisfactorily completes the required duties over the length of the engagement.
- 19.5.3** Casual employees engaged over an anticipated timeframe will have their salary payments spread equally over the length of the engagement. For the purpose of determining the amount to be paid in each pay period, the total amount which will be earned by the employee if he or she satisfactorily completes the required duties over the length of the engagement will be divided by the number of pay periods in the length of the engagement. If the employee works additional hours to those anticipated at the time of engagement, the total payment received over the length of the engagement will not be less than the payment appropriate to the total hours actually worked.
- 19.5.4** Should a casual employee engaged over an anticipated timeframe fail, for whatever reason, to work the hours which he or she should have worked, he or she must notify the relevant supervisor or Head of School that he or she has not worked those hours. The supervisor or Head of School and the casual employee may make alternative arrangements for the hours to be worked.
- 19.5.5** Where an employee fails to work the hours required by his/her engagement, the University may adjust payment accordingly, except to the extent that, by agreement, additional work is performed in substitution.
- 19.5.6** If a casual employee engaged over an anticipated timeframe fails without reasonable excuse (e.g. illness), or refuses, to satisfactorily fulfil the duties required in accordance with the contract of employment and alternative arrangements are not made, the University may notify the employee in writing that he or she will receive no further work, but that he or she will receive payment for work already performed.
- 19.5.7** Casual employees engaged over an anticipated timeframe are otherwise entitled to those rights, terms and conditions of employment which ordinarily accrue to casual staff.

19.6 Superannuation

- (a) In respect of all casual employees, the University will make employer superannuation contributions equal to the amount required by the Superannuation Guarantee (Administration) Act 1992].
- (b) Except as provided by Clause 30.2(c) of this Agreement, all casual employees covered by this Agreement are required to be members of the UniSuper Superannuation Fund. Such employees will, subject to the UniSuper Trust Deed providing to the contrary, be required to be members of UniSuper Accumulation 1.

19.7 Casual induction

A casual employee who is engaged by the University to work more than 30 hours, and who has not previously worked for the University, shall be required to undertake and complete an on-line induction program within two weeks of commencement of employment.

Upon completion of the on-line program, the employee will be entitled to a payment for a period of up to 3 hours' work.

19.8 Access to performance and career development for casual employees

The University shall endeavour to provide casual employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to performance and career development opportunities.

19.9 Recognition of casual service

Casual employees who secure continuing or fixed-term appointments shall not have their casual service count for the purpose of calculating any employment entitlements other than long service leave and redundancy.

19.10 Reducing adverse impact of semester breaks

To minimise the impact of breaks between semesters, the University will normally provide casual employees other than those employed on an occasional or ad hoc basis with the following resources and facilities for a period up to 4 months after a casual contract ceases, where there is a reasonable prospect that the employee may have further employment with the University within four months.

- library cards
- email accounts
- University network and intranet access,

subject to the former employee agreeing to comply with University policies in relation to these matters as if the person were an employee.

20. CASUAL EMPLOYMENT – ENGLISH LANGUAGE CENTRE

The University recognises the desirability that continuing employment should be the preferred mode of employment and as such casual appointments are normally only offered where there is a need to engage additional staff where the work is irregular, to cover a short-term absence, to provide industry or professional experience or to provide postgraduate opportunities.

20.1 Minimum period of engagement

The minimum period of engagement for work performed by casual employees shall be 2 hours, except that no minimum period shall apply for casual employees who:

- (a) are students of the University (including postgraduate students) and who would be attending the University on the day in question in their capacity as a student; or
- (b) in order to meet their personal circumstances, request an engagement of less than 2 hours.

20.2 Superannuation

- (a) In respect of all casual employees, the University will make employer superannuation contributions equal to the amount required by the Superannuation Guarantee (Administration) Act 1992.
- (b) Except as provided by Clause 30.2(c) of this Agreement, all casual employees covered by this Agreement are required to be members of the UniSuper Superannuation Fund. Such employees will, subject to the UniSuper Trust Deed providing to the contrary, be required to be members of UniSuper Accumulation 1.

20.3 Casual induction

A casual employee who is engaged by the University to work more than 30 hours, and who has not previously worked for the University, shall be required to undertake and complete an on-line induction program within two weeks of commencement of employment.

Upon completion of the on-line program, the employee will be entitled to a payment for a period of up to 3 hours' work.

20.4 Access to performance and career development for casual employees

The University shall endeavour to provide casual employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to performance and career development opportunities.

21. CASUAL EMPLOYMENT – PROFESSIONAL

The University recognises the desirability that continuing employment should be the preferred mode of employment and as such casual appointments are normally only offered where there is a need to engage additional staff where the work is irregular, to cover a short-term absence, to provide industry or professional experience or to provide postgraduate opportunities.

21.1 Minimum period of engagement

The minimum period of engagement for a casual employee shall be 3 hours, except that no minimum period shall apply for casual employees who:

- (a) are students of the University (including postgraduate students) and who would be attending the University on the day in question in their capacity as a student;
- (b) are engaged as fitness instructors or as sports referees/umpires;
- (c) are engaged as note-takers for students with a disability; or

- (d) in order to meet their personal circumstances, request an engagement of less than 3 hours.

21.2 Superannuation

- (a) In respect of all casual employees, the University will make employer superannuation contributions equal to the amount required by the Superannuation Guarantee (Administration) Act 1992.
- (b) Except as provided by Clause 30.2(c) of this Agreement, all casual employees covered by this Agreement are required to be members of the UniSuper Superannuation Fund. Such employees will, subject to the UniSuper Trust Deed providing to the contrary, be required to be members of UniSuper Accumulation 1.

21.3 Casual induction

A casual employee who is engaged by the University to work more than 30 hours, and who has not previously worked for the University, shall be required to undertake and complete an on-line induction program within two weeks of commencement of employment.

Upon completion of the on-line program, the employee will be entitled to a payment for a period of up to 3 hours' work.

21.4 Access to performance and career development for casual employees

The University shall endeavour to provide casual employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to performance and career development opportunities.

22. CONVERSION OF CASUAL EMPLOYMENT TO CONTINUING OR FIXED-TERM EMPLOYMENT – ELC AND PROFESSIONAL

22.1 Right to apply for conversion

Human Resources will notify casual staff annually of their right to apply for conversion.

22.2 Eligibility for conversion

To be eligible to apply for conversion, a casual employee must have been employed on a regular and systematic basis in the same or a similar and identically classified position in the same budget centre, either:

- (a) for the immediately preceding period of 12 months, during which period the average time worked equalled at least 36.75 hours per fortnight; or
- (b) for the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short-term work performed by the employee in another classification, position or budget centre shall not affect the casual employee's eligibility for conversion or be included in determining whether the employee meets or does not meet the eligibility requirements for conversion.

22.3 Applications for conversion

The application for conversion shall be submitted by the employee to his/her Head of Budget Centre.

The University shall not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (a) the employee is a student, or has recently been a student, other than where his/her status as a student is irrelevant to their engagement and the work required;
- (b) the employee is a genuine retiree;
- (c) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application for conversion);
- (d) the employee does not meet the essential requirements of the position; or
- (e) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a continuing or fixed-term appointment.

A casual employee whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

- (a) that rejection is solely based upon the ground set out in Clause 22.3(c); and
- (b) that ground ceases to apply.

22.4 Type of conversion

Conversion may be to either a continuing appointment or to a fixed-term appointment as permitted elsewhere in this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the employee's casual engagement.

Such conversion may be to an averaged part-time appointment in accordance with Clause 14.5 of this Agreement.

Where casual employees who work solely or primarily on weekends are converted to a continuing or fixed-term appointment confined to weekend work, the rate of pay for that appointment shall be calculated by reference to Clause 78 of this Agreement [Shift Work].

22.5 Recognition of casual service

Casual employees converted to continuing or fixed-term appointments shall not have their casual service count for the purpose of calculating any employment entitlements other than for long service leave and redundancy purposes.

23. RECRUITMENT AND SELECTION OF EMPLOYEES – ELC AND PROFESSIONAL

The University's recruitment and selection procedures are based upon the principles of appointment on merit and the provision of equal employment opportunity. The University aims to appoint the candidate who is the best fit for the position, and the University will not discriminate against potential appointees on improper grounds.

PART C - SALARIES AND BENEFITS

All increases to rates of pay and allowances shall be effective from the first full pay period commencing on or after the dates specified in this Agreement.

24. SALARY STRUCTURE – ACADEMIC

24.1 Salaries

The annual salaries payable to full-time academic employees covered by this Agreement are as specified below. Part-time employees shall receive the relevant fraction of a full-time salary:

| | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|--|-------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| Classification and Incremental Step | \$ | \$ | \$ | \$ |

LEVEL A

| | | | | |
|-------------------|--------|--------|--------|--------|
| Step One | 58,868 | 60,634 | 62,453 | 64,826 |
| Step Two | 62,033 | 63,894 | 65,811 | 68,312 |
| Step Three | 65,196 | 67,152 | 69,167 | 71,795 |
| Step Four | 68,364 | 70,415 | 72,527 | 75,283 |
| Step Five | 70,931 | 73,059 | 75,251 | 78,111 |
| Step Six | 73,502 | 75,707 | 77,978 | 80,941 |
| Step Seven | 76,075 | 78,357 | 80,708 | 83,775 |
| Step Eight | 78,646 | 81,005 | 83,435 | 86,606 |

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

LEVEL B

| | | | | |
|-------------------|--------|---------|---------|---------|
| Step One | 82,602 | 85,080 | 87,632 | 90,962 |
| Step Two | 85,572 | 88,139 | 90,783 | 94,233 |
| Step Three | 88,533 | 91,189 | 93,925 | 97,494 |
| Step Four | 91,505 | 94,250 | 97,078 | 100,767 |
| Step Five | 94,466 | 97,300 | 100,219 | 104,027 |
| Step Six | 97,395 | 100,317 | 103,327 | 107,253 |

LEVEL C

| | | | | |
|-------------------|---------|---------|---------|---------|
| Step One | 100,368 | 103,379 | 106,480 | 110,526 |
| Step Two | 103,295 | 106,394 | 109,586 | 113,750 |
| Step Three | 106,223 | 109,410 | 112,692 | 116,974 |
| Step Four | 109,153 | 112,428 | 115,801 | 120,201 |
| Step Five | 112,079 | 115,441 | 118,904 | 123,422 |
| Step Six | 115,008 | 118,458 | 122,012 | 126,648 |

LEVEL D

| | | | | |
|-------------------|---------|---------|---------|---------|
| Step One | 119,886 | 123,483 | 127,187 | 132,020 |
| Step Two | 123,783 | 127,496 | 131,321 | 136,311 |
| Step Three | 127,689 | 131,520 | 135,466 | 140,614 |
| Step Four | 131,592 | 135,540 | 139,606 | 144,911 |

LEVEL E

| | | | | |
|--------------------|---------|---------|---------|---------|
| Single Step | 153,064 | 157,656 | 162,386 | 168,557 |
|--------------------|---------|---------|---------|---------|

24.2 Clinical loadings

24.2.1 The superannuable clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer undertaking clinical responsibilities shall be as follows:

| | | | |
|---------------------|--|---|--|
| PAYABLE FROM | PRE-CLINICAL MEDICAL DISCIPLINE | PARA-CLINICAL MEDICAL DISCIPLINE | FULL CLINICAL MEDICAL DISCIPLINE WITH RESPONSIBILITY FOR PATIENT CARE |
|---------------------|--|---|--|

| | \$ per annum | \$ per annum | \$ per annum |
|--------------|--------------|--------------|--------------|
| 1 July 2013 | 13,320 | 17,759 | 26,639 |
| 1 July 2014 | 13,720 | 18,292 | 27,438 |
| 1 July 2015 | 14,132 | 18,841 | 28,261 |
| 30 June 2016 | 14,669 | 19,557 | 29,335 |

24.2.2 Whether an employee is entitled to a full clinical loading rather than to a para-clinical or pre-clinical loading should be determined in the light of the nature and extent of the employee's patient-care responsibilities.

25. CASUAL ACADEMIC RATES OF PAY

The casual rates set out in this clause are inclusive of a loading in lieu of annual leave, personal/carer's leave and public holiday entitlements.

25.1 Casual lecturing

A casual employee required to provide a lecture (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 and reasonably contemporaneous student consultation shall be paid at a rate for each hour of lecture delivered according to the table below.

| DESCRIPTION | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|---|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |
| A BASIC LECTURE which will generally consist of 1 hour of delivery and 2 hours of associated working time. | 162.36 | 167.23 | 172.24 | 178.79 |
| B DEVELOPED LECTURE which will generally consist of 1 hour of delivery and 3 hours of associated working time. | 216.48 | 222.97 | 229.66 | 238.39 |
| C SPECIALISED LECTURE which will generally consist of 1 hour of delivery and 4 hours of associated working time. | 270.59 | 278.71 | 287.07 | 297.98 |

| | | | | |
|--|--------|--------|--------|--------|
| D REPEAT LECTURE which will generally consist of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably contemporaneous with it. | 108.24 | 111.48 | 114.83 | 119.19 |
|--|--------|--------|--------|--------|

25.2 Casual tutoring

A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below.

| DESCRIPTION | RATE OF PAYMENT | RATE OF PAYMENT | RATE OF PAYMENT | RATE OF PAYMENT |
|---|---------------------|---------------------|---------------------|----------------------|
| | FROM 1 JULY 2013 | FROM 1 JULY 2014 | FROM 1 JULY 2015 | FROM 30 JUNE 2016 |
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |
| E TUTORIAL which will generally consist of one (1) hour of delivery and two (2) hours of associated working time. | 117.70 | 121.23 | 124.86 | 129.61 |
| F REPEAT TUTORIAL which will generally consist of one (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably contemporaneous with it. | 78.46 | 80.82 | 83.24 | 86.41 |

| | | | | |
|--|--------|--------|--------|--------|
| G TUTORIAL which will generally consist of one (1) hour of delivery and two (2) hours of associated working time in circumstances where full unit coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification. | 139.46 | 143.64 | 147.95 | 153.57 |
| H REPEAT TUTORIAL which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days. | 92.97 | 95.76 | 98.63 | 102.38 |

25.3 Music accompanying

A casual employee required to provide music accompanying with directly associated non-contact duties in the nature of preparation shall be paid at a rate for each hour of music accompanying delivered according to the table below. Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

| DESCRIPTION | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|---|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |
| J MUSIC ACCOMPANYING which will generally consist of one (1) hour of delivery and one (1) hour of associated working time. | 78.46 | 80.82 | 83.24 | 86.41 |

| | | | | |
|---|-------|-------|-------|--------|
| K MUSIC ACCOMPANYING which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification. | 92.97 | 95.76 | 98.63 | 102.38 |
|---|-------|-------|-------|--------|

25.4 Undergraduate clinical nurse education

A casual employee required to provide undergraduate clinical nurse education shall be paid at the relevant rate set out below for each hour of clinical nurse education delivered. This payment is for the clinical nurse education delivered and for directly associated non-contact duties in the nature of preparation and reasonably contemporaneous student consultation. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

| DESCRIPTION | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|---|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |
| L NORMAL PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one (1) hour of associated working time. | 78.46 | 80.82 | 83.24 | 86.41 |
| M LITTLE PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time. | 58.85 | 60.61 | 62.43 | 64.80 |
| N NORMAL PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification. | 92.97 | 95.76 | 98.63 | 102.38 |

| | | | | |
|--|-------|-------|-------|-------|
| O LITTLE PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification. | 69.73 | 71.82 | 73.97 | 76.78 |
|--|-------|-------|-------|-------|

25.5 Casual marking

Casual staff will be paid at the marking rates in the table below for all marking required by their supervisor, other than marking that is undertaken during a lecture, tutorial or clinical session.

| DESCRIPTION | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|---|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |
| P MARKING AS A SUPERVISING EXAMINER or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B. | 54.12 | 55.74 | 57.41 | 59.60 |
| Q STANDARD MARKING | 39.23 | 40.41 | 41.62 | 43.20 |
| R STANDARD MARKING , in circumstances where full unit coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification. | 46.49 | 47.88 | 49.32 | 51.19 |

25.6 Other required academic activities

Casual staff will be paid at the rates in the table below for all other academic activities that they are required to perform.

| DESCRIPTION | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|-----------------------|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| INCREASE | 2.2% | 3.0% | 3.0% | 3.8% |
| CASUAL LOADING | 25% | 25% | 25% | 25% |

| | | | | |
|---|-------|-------|-------|-------|
| <p>S OTHER REQUIRED ACADEMIC ACTIVITIES includes all other work required to be performed by the employee, being work in the nature of, but not limited to:</p> <ul style="list-style-type: none"> • the conduct of practical classes, demonstrations, workshops, student field excursions; • the conduct of clinical sessions other than clinical nurse education; • the conduct of performance or visual art studio sessions; • musical coaching, repeteur ship, musical accompanying other than with special educational service; • development of teaching and unit materials such as the preparation of unit guides, reading lists and basic activities associated with unit coordination; • consultation with students; • supervision; • completion of on-line induction program; • attendance at lectures or seminars other than those being taught by the casual; • attendance at school and/or faculty meetings as required; and • attendance at required staff development activities. | 39.23 | 40.41 | 41.62 | 43.20 |
| <p>T Other required academic activities as for S above, in circumstances where full unit coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.</p> | 46.49 | 47.88 | 49.32 | 51.19 |

25.7 Applicable hourly rates

- (a) The minimum hourly rate applicable for duties, including casual lecturing, marking as a supervising examiner or requiring a significant exercise of

academic judgment appropriate to a Level B academic, is determined by reference to the second step of the full-time Academic Level B scale plus a 25% loading, according to the following formula:

$$98.66\% \text{ of } \frac{(\$ \text{Level B, step 2/52} + 25\%)}{37.5} = \$$$

- (b) The minimum hourly rate applicable to all other duties is determined by reference to the second step of the full-time Academic Level A scale plus a 25% loading, according to the following formula:

$$98.66\% \text{ of } \frac{(\$ \text{Level A, step 2/52} + 25\%)}{37.5} = \$$$

- (c) Provided that where the employee possesses a relevant doctoral qualification, the minimum hourly rate applicable to all other duties is determined by reference to the sixth step of the full-time Academic Level A scale plus 25% loading, according to the following formula:

$$98.66\% \text{ of } \frac{(\$ \text{Level A, step 6/52} + 25\%)}{37.5} = \$$$

The above formulae involve a 1.34% discount of the relevant salary rate to take account of the rolling-in to salary of the previously applicable annual leave loading.

26. SALARY STRUCTURE – ELC

26.1 The annual salaries payable to full-time ELC employees covered by this Agreement are as specified below. Part-time employees shall receive the relevant fraction of a full-time salary.

26.2 English Language Teachers

| | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|----------------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| 1 | 53,387 | 54,989 | 56,639 | 58,791 |
| 2 | 58,026 | 59,767 | 61,560 | 63,899 |
| 3 | 61,790 | 63,644 | 65,553 | 68,044 |
| 4 | 65,564 | 67,531 | 69,557 | 72,200 |
| 5 | 68,002 | 70,042 | 72,143 | 74,884 |
| 6 | 70,271 | 72,379 | 74,550 | 77,383 |
| 7 | 72,272 | 74,440 | 76,673 | 79,587 |
| Qualification Based Steps | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |

| | | | | |
|----------|--------|--------|--------|--------|
| 8 | 74,408 | 76,640 | 78,939 | 81,939 |
| 9 | 77,259 | 79,577 | 81,964 | 85,079 |

Incremental steps 8 and 9 are available for teachers who have attained step 7 through experience and hold the following qualifications:

Step 8: A Masters degree with a specified TESOL major

Step 9: A Doctorate or PhD in areas relevant to TESOL teaching such as Applied Linguistics or Education.

26.3 ELC Managers

| | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|-----------------|-------------------------|-------------------------|-------------------------|--------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| 1 | 79,945 | 82,343 | 84,813 | 88,036 |
| 2 | 82,628 | 85,107 | 87,660 | 90,991 |
| 3 | 85,480 | 88,044 | 90,685 | 94,131 |
| 4 | 88,164 | 90,809 | 93,533 | 97,087 |

26.4 Director of Studies

| | SALARY FROM 3 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|-----------------|-------------------------|-------------------------|-------------------------|--------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| 1 | 93,531 | 96,337 | 99,227 | 102,998 |
| 2 | 96,215 | 99,101 | 102,074 | 105,953 |
| 3 | 100,410 | 103,422 | 106,525 | 110,573 |
| 4 | 101,920 | 104,978 | 108,127 | 112,236 |

27. CASUAL ELC RATES OF PAY

27.1 Casual employees shall receive an hourly rate of pay, together with a loading in lieu of annual leave, personal/carer's leave and public holiday entitlements.

27.2 The rates for casual work performed are calculated as follows:

Teaching: $98.66\% \text{ of } \frac{\$ \text{Step } 1/52}{36.75} + \text{casual loading } \% \times 1.9 = \$$

Other Activities: $98.66\% \text{ of } \frac{\$ \text{Step } 1/52}{36.75} + \text{casual loading } \% = \$$

The above formulae involve a 1.34% discount of the relevant salary rate to take account of the rolling-in to salary of the previously applicable annual leave loading.

| CATEGORY | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|--|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) |
| Teaching, inclusive of preparation, teaching and all associated duties as determined by the ELC Manager | 65.46 | 67.42 | 69.45 | 72.09 |
| Other activities, not associated with classroom teaching, including, but not limited to: <ul style="list-style-type: none"> Reasonable time taken for all marking that is not undertaken within class attendance at meetings required staff development activities travel between campuses | 34.45 | 35.49 | 36.55 | 37.94 |

Marking and reporting for tasks that are expected to be done in class, such as homework exercises and speaking assessments, shall not attract separate payment.

All formal assessment and exam marking such as end of module assessments and FSP exams shall attract a separate payment.

27.3 Rates of pay for IELTS Testing

The rates of payment for employees engaged to conduct IELTS Testing shall be as follows:

| CATEGORY | RATE OF PAYMENT FROM 1 JULY 2013 | RATE OF PAYMENT FROM 1 JULY 2014 | RATE OF PAYMENT FROM 1 JULY 2015 | RATE OF PAYMENT FROM 30 JUNE 2016 |
|-----------------|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) |

| | | | | |
|--|-------|-------|-------|-------|
| Examiner (equal to Mon-Fri teaching rate) | 65.46 | 67.42 | 69.45 | 72.09 |
| Test Day Organiser (Clerical Marking rate +20%) | 49.61 | 51.10 | 52.63 | 54.63 |
| Clerical Marking | 41.34 | 42.58 | 43.86 | 45.53 |
| Invigilator | 26.84 | 27.64 | 28.47 | 29.55 |

The minimum period of engagement for an employee performing IELTS work shall be 2 hours.

Where the performance of IELTS Testing work requires travel between Hobart and Launceston, travelling time shall be paid using the Invigilator rate.

28. SALARY STRUCTURE – PROFESSIONAL

The annual salaries payable to full-time professional employees covered by this Agreement are as specified below. Part-time employees shall receive the relevant fraction of a full-time salary.

28.1 Adults

| | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|---|-------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| HEO Level and Incremental Step | \$ | \$ | \$ | \$ |
| 1.1 | 41,168 | 42,403 | 43,675 | 45,335 |
| 1.2 | 42,736 | 44,018 | 45,339 | 47,062 |
| 1.3 | 44,300 | 45,629 | 46,998 | 48,784 |
| 2.1 | 45,423 | 46,786 | 48,190 | 50,021 |
| 2.2 | 46,538 | 47,934 | 49,372 | 51,248 |
| | | | | |
| 3.1 | 46,984 | 48,394 | 49,846 | 51,740 |
| 3.2 | 48,550 | 50,007 | 51,507 | 53,464 |
| 3.3 | 50,120 | 51,624 | 53,173 | 55,194 |

| | | | | |
|------------|--------|--------|--------|--------|
| 3.4 | 51,680 | 53,230 | 54,827 | 56,910 |
| 3.5 | 53,251 | 54,849 | 56,494 | 58,641 |
| | | | | |
| 4.1 | 53,702 | 55,313 | 56,972 | 59,137 |
| 4.2 | 55,036 | 56,687 | 58,388 | 60,607 |
| 4.3 | 56,385 | 58,077 | 59,819 | 62,092 |
| 4.4 | 57,726 | 59,458 | 61,242 | 63,569 |
| | | | | |
| 5.1 | 58,172 | 59,917 | 61,715 | 64,060 |
| 5.2 | 60,297 | 62,106 | 63,969 | 66,400 |
| 5.3 | 62,422 | 64,295 | 66,224 | 68,741 |
| 5.4 | 64,545 | 66,481 | 68,475 | 71,077 |
| 5.5 | 66,672 | 68,672 | 70,732 | 73,420 |
| | | | | |
| 6.1 | 67,119 | 69,133 | 71,207 | 73,913 |
| 6.2 | 68,686 | 70,747 | 72,869 | 75,638 |
| 6.3 | 70,252 | 72,360 | 74,531 | 77,363 |
| 6.4 | 71,819 | 73,974 | 76,193 | 79,088 |
| 6.5 | 73,381 | 75,582 | 77,849 | 80,807 |
| | | | | |
| 7.1 | 73,824 | 76,039 | 78,320 | 81,296 |
| 7.2 | 75,919 | 78,197 | 80,543 | 83,604 |
| 7.3 | 78,017 | 80,358 | 82,769 | 85,914 |
| 7.4 | 80,113 | 82,516 | 84,991 | 88,221 |
| 7.5 | 82,215 | 84,681 | 87,221 | 90,535 |
| | | | | |
| 8.1 | 82,654 | 85,134 | 87,688 | 91,020 |

| | | | | |
|------------|---------|---------|---------|---------|
| 8.2 | 85,211 | 87,767 | 90,400 | 93,835 |
| 8.3 | 87,773 | 90,406 | 93,118 | 96,656 |
| 8.4 | 90,328 | 93,038 | 95,829 | 99,471 |
| 8.5 | 92,894 | 95,681 | 98,551 | 102,296 |
| 8.6 | 95,455 | 98,319 | 101,269 | 105,117 |
| | | | | |
| 9.1 | 95,897 | 98,774 | 101,737 | 105,603 |
| 9.2 | 97,111 | 100,024 | 103,025 | 106,940 |
| 9.3 | 98,325 | 101,275 | 104,313 | 108,277 |
| 9.4 | 99,540 | 102,526 | 105,602 | 109,615 |
| 9.5 | 100,843 | 103,868 | 106,984 | 111,049 |
| | | | | |
| 10 | 102,518 | 105,594 | 108,762 | 112,895 |

28.2 Research Assistants

| | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|-------------------------|--|--|--|---|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| Incremental Step | \$ | \$ | \$ | \$ |
| RA.1 | 58,868 | 60,634 | 62,453 | 64,826 |
| RA.2 | 62,033 | 63,894 | 65,811 | 68,312 |
| RA.3 | 65,196 | 67,152 | 69,167 | 71,795 |

28.3 Juniors and Supported Wage employees

Positions at HEO Level 1 may be advertised so as to enable the University to make appointments using the HEO Level 1/2 classification and salary structure, or to appoint:

- (a) juniors using the salary rates specified below; or
- (b) employees under the Commonwealth Supported Wage System at an appropriate percentage of the HEO Level 1.1 rate having regard to the productive capacity of the employee.

| AGE | RELATIVITY TO HEO LEVEL 2.2 | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|---------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| Increase | | 2.2% | 3.0% | 3.0% | 3.8% |
| Less than 17 years | 51% | 23,734 | 24,446 | 25,180 | 26,137 |
| 17 years | 61% | 28,388 | 29,240 | 30,117 | 31,261 |
| 18 years | 76% | 35,369 | 36,430 | 37,523 | 38,949 |
| 19 years | 84% | 39,092 | 40,265 | 41,473 | 43,049 |

Any Junior who has been employed on a full-time or part-time basis for three years or more shall be entitled to receive a salary of HEO Level 1 step 2 on attaining 20 years of age.

28.4 Apprentices

| YEAR | RELATIVITY TO HEO LEVEL 2.2 | SALARY FROM 1 JULY 2013 | SALARY FROM 1 JULY 2014 | SALARY FROM 1 JULY 2015 | SALARY FROM 30 JUNE 2016 |
|-----------------|-----------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| Increase | | 2.2% | 3.0% | 3.0% | 3.8% |
| First | 51% | 23,734 | 24,446 | 25,180 | 26,137 |
| Second | 61% | 28,388 | 29,240 | 30,117 | 31,261 |
| Third | 76% | 35,369 | 36,430 | 37,523 | 38,949 |
| Fourth | 91% | 42,350 | 43,621 | 44,930 | 46,637 |

29. CASUAL PROFESSIONAL RATES OF PAY

29.1 Subject to Clause 29.3, casual employees shall receive an hourly rate of pay derived from the salary rate of the first step of the classification level for the position in which they are employed.

29.2 The casual rates for adult employees set out below are inclusive of a loading in lieu of annual leave, personal/carer's leave and public holiday entitlements, and are payable for work performed other than on a Saturday, Sunday or public holiday.

| | HOURLY RATE FROM 1 JULY 2013 | HOURLY RATE FROM 1 JULY 2014 | HOURLY RATE FROM 1 JULY 2015 | HOURLY RATE FROM 30 JUNE 2016 |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Increase | 2.2% | 3.0% | 3.0% | 3.8% |
| HEO Level | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) | (inclusive of 25% loading) |

| | | | | |
|------------------------|-------|-------|-------|-------|
| Sub-HEO Level 1 | 23.31 | 24.01 | 24.73 | 25.67 |
| 1 | 26.84 | 27.64 | 28.47 | 29.55 |
| 2 | 29.61 | 30.50 | 31.41 | 32.61 |
| 3 | 30.63 | 31.55 | 32.49 | 33.73 |
| 4 | 35.01 | 36.06 | 37.14 | 38.55 |
| 5 | 37.92 | 39.06 | 40.23 | 41.76 |
| 6 | 43.75 | 45.07 | 46.42 | 48.18 |
| 7 | 48.12 | 49.57 | 51.05 | 52.99 |
| 8 | 53.88 | 55.50 | 57.16 | 59.33 |
| 9 | 62.51 | 64.39 | 66.32 | 68.84 |
| 10 | 66.83 | 68.83 | 70.90 | 73.59 |

The rates for Research Assistants are as follows:

| | | | | |
|-------------|-------|-------|-------|-------|
| RA.1 | 38.37 | 39.53 | 40.71 | 42.26 |
| RA.2 | 40.44 | 41.65 | 42.90 | 44.53 |
| RA.3 | 42.50 | 43.77 | 45.09 | 46.80 |

29.3 The Sub-HEO Level 1 casual rate shall apply to casual employees engaged to perform work in the nature of but not limited to the following categories:

- photocopying and collating documents;
- opening and distributing incoming mail;
- labelling and distributing outgoing mail;
- sorting and filing documents using an already-established filing system;
- taking telephone messages in the absence of others;
- moving furniture;
- setting up rooms or displays;
- acting as a tour-guide for visitors;
- providing catering assistance;
- couriering documents or other materials by vehicle or other means;

- planting seeds in a laboratory setting or as part of a fieldwork exercise.

29.4 Casual work performed on Saturdays, Sundays and public holidays shall be subject to the same overtime penalties as apply to full-time and part-time employees except that the loading will not also apply (with the overtime penalties therefore being applied to the unloaded rates).

29.5 The overtime penalties outlined in Clause 29.4 do not apply to certain categories of casual staff. Instead, they shall receive an all-inclusive rate as outlined in the table below.

| | RATE FROM 1 JULY 2013 | RATE FROM 1 JULY 2014 | RATE FROM 1 JULY 2015 | RATE FROM 30 JUNE 2016 |
|--|-----------------------------|--------------------------|--------------------------|---------------------------|
| Increase | | 3% | 3% | 3.8% |
| UniGym Fitness Instructors per hour | 35.00 | 36.05 | 37.13 | 38.54 |
| AMC Bluefin Crew per day | 714.50 | 736.86 | 758.97 | 787.81 |

30. SUPERANNUATION

30.1 Choice of fund legislation

Contributions made by the University in accordance with Clause 30.5 constitute contributions for the purposes of Section 32C(6) of the Superannuation Guarantee (Administration) Act 1992. Except as provided for in Clause 30.2(b) and (c), the UniSuper Superannuation Fund is therefore the only superannuation fund applicable to employees covered by this Agreement.

30.2 Superannuation instruments

- Except as provided by sub-clauses (b) and (c) below, all employees covered by this Agreement are required to be members of the UniSuper Superannuation Fund.
- An employee who is on secondment from the Tasmanian State Service or a related entity and who is a member of the Retirement Benefits Fund (RBF) is not required to become a member of the UniSuper Superannuation Fund.
- By agreement with the University, a commencing employee may choose to join a superannuation scheme other than UniSuper, and a commencing or existing employee may choose to become a member of the Accumulation 1 plan only rather than the Defined Benefits Division / Accumulation 2 plan. Any such agreement needs to be in accordance with the 5% flexibility arrangement available under the Trust Deed and the University's Deed of Covenant as amended on 29 May 2006. Should the 5% limit be varied during the life of this Agreement, any such variation will apply. An employee who chooses to join an alternative superannuation scheme will be entitled to receive the same level of employer superannuation contributions that would apply if the employee was a member of UniSuper. However, they may elect to receive a different level of employer superannuation contributions by agreement with the University, provided that their combined salary and employer superannuation contributions are not thereby diminished.

30.3 UniSuper accounts/plans

UniSuper has three superannuation accounts, being:

- Accumulation 1 plan (also known as Division D);
- Defined Benefit Division (also known as Divisions A and B); and
- the alternative Accumulation 2 plan (also known as Division C) .

30.4 Eligibility for Defined Benefit Division and Accumulation 2 membership

Employees are eligible for membership of the Defined Benefit Division or the alternative Accumulation 2 plan where they have an appointment which is:

- (a) a discrete appointment of 2 years' duration or more; or
- (b) fixed-term, and they have been continuously employed on a fixed-term basis over the previous 4 years (with eligibility applying prospectively from the start of the 5th year, or from the date of commencement of this Agreement whichever is the later).

New employees who have attained 65 years of age are not eligible for membership of the Defined Benefit Division / Accumulation 2 plan.

30.5 UniSuper contribution levels

Subject to Clause 30.6, superannuation contributions to the Defined Benefit Division or the alternative Accumulation 2 plan shall be maintained as follows:

- (a) an employer contribution equal to 17 per cent of the employee's salary, provided that, as required by the Superannuation Industry (Supervision) Regulations 1994, the employee is less than 75 years of age; and
- (b) an employee contribution equal to 7 per cent of salary. As required by the Superannuation Industry (Supervision) Act and Regulations, employee contributions can only be made until the employee attains the age of 75 years.

Where an employee is not a member of the Defined Benefit Division or the alternative Accumulation 2 plan, the University will make an employer contribution equal to the amount as required by the Superannuation Guarantee (Administration) Act 1992 into the Accumulation 1 plan.

30.6 Superannuation flexibility

Provided that the UniSuper Trust Deed so allows during the operation of this Agreement, employees who are members of the Defined Benefit Division or Accumulation 2 plan may elect to:

- (a) receive a 14 per cent employer superannuation contribution and a 3 per cent non-superannuable salary loading instead of a 17 per cent employer contribution;
- (b) receive a non-superannuable salary loading in lieu of part or all of that portion of the employer contribution to the Defined Benefit Division or Accumulation 2 plan which exceeds the amount which is payable by the University in accordance with the Superannuation Guarantee Act; and/or
- (c) make a Defined Benefit Division or Accumulation 2 plan employee contribution of less than 7 per cent of salary, or no employee contribution at all (except that the employee contribution cannot currently fall below 2.55% of salary where an employee makes an election in accordance with (a) above).

31. SALARY SACRIFICE OPTIONS

31.1 An employee may agree with the University to forgo part of the future salary to which he or she is entitled under Clause 24, 26 or 28 of this Agreement, in return for the University providing benefits of similar value. The types of benefits that may currently be sacrificed are:

- (a) where permitted by the superannuation fund concerned, an employer superannuation contribution in lieu of an employee superannuation contribution;
- (b) additional voluntary superannuation contributions into the same superannuation fund as the employer makes the superannuation contributions provided for in Clause 30 of this Agreement;
- (c) University parking fees;
- (d) membership fees at one of the University's Sport and Recreation Centres;
- (e) airline club memberships;
- (f) laptop computers, where the use of the laptop computer is primarily for use in the employee's employment;
- (g) lease charges for a novated vehicle lease arranged in accordance with the University's vehicle salary packaging arrangements; and
- (h) any other items formally offered by the University to employees whilst this Agreement is in operation.

31.2 In each case, the amount of reduction in salary payable will be equal to the University payments identified in Clause 31.1, together with any tax payable upon such payment being made to the benefit of the employee.

31.3 Notwithstanding a reduction in salary in accordance with Clause 31.1, all entitlements under this Agreement based on the salary of the employee (including superannuation entitlements) shall, subject to Clause 14.5, be calculated on the salary to which the employee is entitled under Clause 24, 26 or 28 of this Agreement.

32. CHRISTMAS CLOSE DOWN PERIOD

The three normal working days occurring during the period the University is closed between 25 December in one year and 1 January in the following year shall be provided ex gratia to employees who are not required to work on those days.

For the avoidance of doubt:

- this provision shall only apply for the life of this Agreement;
- these days do not accrue; and
- an employee required to work on one or more of the normal working days outlined above is not entitled to accrue time-off in lieu or receive overtime payments.

33. ALLOWANCES

All listed allowances are rates that apply at 1 July 2013 and will be increased in accordance with the following table;

| Item | Increases |
|--------------------------------------|---|
| Travel Expenditure and Reimbursement | ATO determination – Accommodation and meals |
| Meal Allowances and Reimbursement | ATO determination – Accommodation and meals |
| Kilometrage | ATO determination – kilometrage |
| Camp Allowance | Same time and % as agreement wage increase |
| Availability Allowance | Same time and % as agreement wage increase |
| Seagoing Allowance | Same time and % as agreement wage increase |
| First Aid Allowance | Same time and % as agreement wage increase |

33.1 General principles for university travel

All references to monetary amounts in this clause are on a GST-inclusive basis.

Where an employee holds a University Business Card, this should, unless otherwise directed, be used for all accommodation and travel expenditure.

Where a University Business Card cannot be used, an employee may request a travel advance of up to 100% of the monetary limits for accommodation and meals as set out below. An employee must acquit a travel advance within four weeks of completion of the travel.

Where employees are driving intrastate on University business, they are required to use a university pool vehicle unless otherwise authorised.

33.2 Work related reimbursement

Employees shall receive reimbursement for work-related expenses up to the monetary limits specified in this clause on the presentation of receipts for the expenditure incurred. Where the expenditure is over \$82.50, the receipt must be in the form of a Tax Invoice.

Employees shall also be entitled to claim reimbursement for actual expenditure on other essential items including transportation costs, reasonable telephone expenses and reasonable laundry/dry cleaning expenses upon the presentation of receipts. No receipts will be required for reimbursement of actual expenditure on meals which cost \$10.00 or less.

33.3 Travel expenditure and reimbursement

As a guide, reasonable expenditure and/or reimbursement shall be in accordance with Table 1 of the relevant ATO determination for travel in the current year.

Table 1 from ATO determination TD2012/17 for 2012 – 2013;

| Place | Accommodation | Food and drink | Incidentals | Total |
|-------|---------------|----------------|-------------|-------|
| | \$ | \$ | \$ | \$ |

| | | | | |
|--------------------------------------|----------------------------------|--|-------|---|
| | | Breakfast 24.35 Lunch 27.35 Dinner 46.70 | | |
| Adelaide | 157 | 98.40 | 17.85 | 273.25 |
| Brisbane | 201 | 98.40 | 17.85 | 317.25 |
| Canberra | 165 | 98.40 | 17.85 | 281.25 |
| Darwin | 189 | 98.40 | 17.85 | 305.25 |
| Hobart | 132 | 98.40 | 17.85 | 248.25 |
| Melbourne | 173 | 98.40 | 17.85 | 289.25 |
| Perth | 233 | 98.40 | 17.85 | 349.25 |
| Sydney | 183 | 98.40 | 17.85 | 299.25 |
| High-cost country centres | See Table 4 of ATO determination | 98.40 | 17.85 | Variable – see Table 4 of ATO determination |
| Tier 2 country centres (see Table 5) | 127 | Breakfast 21.80 Lunch 24.90 Dinner 42.90 | 17.85 | 234.45 |

Employees may pay for the University business travel and obtain reimbursement of the expenditure following the completion of travel.

Where overnight accommodation is not paid for by an employee, the employee shall be entitled to claim reimbursement for meals and incidental expenses in accordance with the table above.

Where the employee is attending a conference or function at the direction of the employer, and accommodation plus meals is integral to the overall package, the University shall meet the packaged cost and the employee shall additionally be entitled to claim reimbursement for essential items in accordance with Clause 33.2.

33.4 Travel outside Australia

For travel outside Australia on official University business, employees shall be reimbursed for actual expenditure reasonably incurred on accommodation and meals upon production of receipts for expenditure, with the daily limits on expenditure on meals and incidentals to be in accordance with Schedule 1 of the relevant ATO Taxation Determination.

The employee shall also be entitled to claim reimbursement for actual expenditure on other essential items, in accordance with Clause 33.2.

The University may advance employees an amount of money to meet anticipated costs associated with official University business travel outside of Australia. The advance for accommodation should be based on a reasonable daily amount as agreed with the Head of Budget Centre.

33.5 Kilometreage allowance

33.5.1 Travel using a University pool vehicle or hire car

When an employee is required to use a vehicle on official University business, application shall ordinarily be made for use of a University pool vehicle. If a pool vehicle is unavailable and the requirement is for the greater part of a full day or longer, the University may rent a hire car for use by the employee.

In such cases, the employee shall be entitled to claim reimbursement for actual expenditure on items such as fuel and oil, breakdown repairs and the like, upon presentation of receipts. Where the expenditure is over \$82.50, the receipt must be in the form of a Tax Invoice.

33.5.2 Travel using an employee's private motor vehicle

Where an employee's private motor vehicle meets the minimum safety requirements as outlined in the University's Driving Authorised Vehicles Policy, and is registered and comprehensively insured, in exceptional circumstances the Head of Budget Centre may give approval for use of the vehicle for University purposes.

In respect of each journey for which the private motor vehicle is used, the employee will be entitled to claim a kilometreage allowance for actual distance travelled in accordance with the ATO work-related car expenses kilometre rates.

33.6 Meal cost reimbursement (Professional Staff)

An employee who is required to work:

- i) for more than 2 hours beyond what would have otherwise been the normal ceasing time; or
- ii) on a Saturday, Sunday or Public Holiday without at least 8 hours' notice,

and the work fully spans a meal period(s), shall be entitled to claim reimbursement for actual expenditure on meals for an unpaid meal break during each period(s) in accordance with the appropriate ATO determination.

Meal periods are:

| | |
|-----------|-------------------|
| Breakfast | 7:00 am - 9:00 am |
| Lunch | 12 noon - 2.00 pm |
| Dinner | 6.00 pm - 8:00 pm |

33.7 Camp allowance

Employees who are required to undertake field trips which involve overnight camping in tents or similar makeshift accommodation in places remote from home shall be entitled to claim a camp allowance of \$36.75 per night.

Camp allowances are paid through the University's payroll system and shall be compensation for inconveniences and disabilities encountered, including but not limited to:

- a) carrying tents and equipment; and
 - b) travelling over rough terrain; and
 - c) working in severe climatic conditions,
- and shall be in lieu of travel allowance.

The University shall provide meals or the food necessary to prepare meals.

33.8 Seagoing allowance

Employees other than AMC crew who are required to go to sea for periods in excess of 24 hours that require an overnight stay on a vessel shall be entitled to payment of a Seagoing Allowance of \$144.20 for each day or part-day at sea.

The Seagoing Allowance will be paid via the University's payroll system and shall be compensation for inconvenience and subject to deduction of PAYG Withholding tax and be included on the employee's Payment Summary.

Professional staff in receipt of seagoing allowance shall not be additionally entitled to TOIL unless they are at sea on a Saturday or Sunday.

33.8.1 AMC Crew

In lieu of the seagoing allowance provisions above, employees permanently engaged as crew operating a vessel by the Australian Maritime College shall receive an annualised seagoing allowance equal to 19% of salary. This allowance is to recompense employees for up to 50 days at sea involving overnight voyages for non-commercial work, and is in lieu of all other penalties such as shift allowances or overtime payments. Where 50 days are exceeded in a calendar year, employees will be paid an additional 100% loading for each additional day at sea involving an overnight voyage, with a further day's salary payable for each Saturday, Sunday or public holiday at sea.

In lieu of the seagoing allowance provisions above, employees engaged as crew operating a vessel by the Australian Maritime College other than on a permanent basis shall receive a loading of 100% for each day at sea involving an overnight voyage.

33.8.2 AMC Crew – Commercial Work

The University recognises that employees permanently engaged as crew operating the BlueFin will be paid in accordance with Appendix 1 for all commercial work.

33.9 Availability allowance

Employees who are directed by their Head of Budget Centre (or nominee) to hold themselves available to:

- a) return to work outside of ordinary hours within a reasonable time of being recalled; and/or
- b) attend to telephone calls, outside of ordinary hours, as required, at a place remote from the University campus,

shall be entitled to be provided with a University-paid mobile phone and appropriate service plan when directed to be available.

Employees directed to be available are also entitled to claim an availability allowance paid through the University's payroll system of 49 cents per hour, with a minimum payment of \$5.45 in any 24-hour period.

33.10 Designated First Aid Officer allowance

Employees who are appointed as designated first aid officers in accordance with University policy shall be paid an allowance of \$625.00 per annum.

34. METHOD OF PAYMENT

Payment of salary shall be on a fortnightly basis by electronic funds transfer into an account(s) of a financial institution(s) nominated by the employee.

35. RECOVERY OF MONEYS OWED BY EMPLOYEES

35.1 The University shall be entitled to make salary deductions in order to recover moneys owed by employees arising from:

- (a) relocation expenditure incurred on behalf of an employee and which the University is entitled to recover due to the employee terminating his or her employment without completing the requisite period specified in the offer of appointment;
- (b) payment of leave in advance;
- (c) payment of salary or allowances to which the employee is not entitled; and
- (d) payment of other expenditure to the benefit of the employee to which the employee is not entitled.

35.2 Before commencing to make a salary deduction, the University will:

- (a) provide to the employee written details of the moneys owing and the reasons;
- (b) make a reasonable attempt to reach agreement with the employee on a suitable method of repayment from salary; and
- (c) provide to the employee written details of the repayment arrangements.

36. PROTECTIVE CLOTHING AND EQUIPMENT

36.1 Where an employee works in a situation where protective clothing and equipment are required, the University shall supply and maintain such clothing and protective equipment.

- 36.2** The University shall be responsible for providing or subsidising any special clothing or equipment (eg. tents, rucksacks, wetsuits) needed by employees in the course of carrying out their duties.
- 36.3** The University may require the return of any such University property when the employee's employment ceases.

37. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

If, in the course of carrying out official duties, an employee suffers loss or damage to personal property, and this loss or damage is caused:

- (a) by lack of reasonable care by the University or its staff in the execution of their duties;
or
- (b) by a defect in the University's materials or equipment; or
- (c) by the employee in the course of protecting the University's property from loss or damage,

the University shall accept responsibility for reasonable reimbursement to the employee.

PART D - WORKPLACE FLEXIBILITY

38. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

- (a) the variation deals with arrangements for when work is performed, overtime rates, penalty rates, or allowances;
- (b) the variation meets the genuine needs of the University and the employee in relation to the matter mentioned in paragraph (a); and
- (c) the variation is genuinely agreed to by the University and the employee.

38.3 The University must ensure that:

- (a) agreement to an individual flexibility arrangement may not be a precondition of employment or promotion;
- (b) the employee is advised that they are entitled to have a representative (which may be a union representative) negotiate an individual flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in Section 203(5) of the Fair Work Act; and
- (c) the employee and their representative must have at least three working days to consider the proposal.

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

- (a) are about permitted matters under Section 172 of the Fair Work Act;
- (b) are not unlawful terms under Section 194 of the Fair Work Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

38.5 The University must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of University and employee;
- (c) is signed by the University and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

38.6 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep a copy of the arrangement as a times and wages record.

38.7 The University or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the University and the employee agree in writing - at any time.

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

39. EMPLOYMENT FLEXIBILITY

The University recognises the importance for employees to maintain a healthy balance between their personal and professional lives. Flexible arrangements enable employees to achieve an appropriate balance whilst also assisting the University in maximising the productivity of its staff.

The University provides a range of employment flexibility measures including secondments, exchanges, job sharing, and conversion from full-time to part-time and back, and change of employment fraction.

PART E - POSITION AND CAREER DEVELOPMENT

40. PROBATION – ACADEMIC

40.1 Probation is the commencement of the Academic Performance and Career Development process for a new academic employee.

40.2 A probationary period offers a period of mutual evaluation for the University and the probationary employee, during which time decisions on continuation of employment beyond the period of probation can be made.

40.3 The requirements for the confirmation of appointment will be outlined to the employee in their offer of employment.

40.4 Length of probation

Unless the University determines otherwise, an academic employee employed on a continuing or fixed-term appointment shall normally serve a period of probation of no more than 3.5 years.

A shorter period may apply (or no probationary period applied at all) on account of the employee's:

- prior service with the University;
- academic standing and reputation; or
- qualifications and/or experience.

Where a new employee is clearly performing at a high level and is likely to sustain that level, following a review of his/her performance in accordance with the Academic Performance and Career Development process, the probation period may, in exceptional circumstances, be reduced.

40.5 Probationary requirements

The University will set core generic probationary requirements commensurate with the level of appointment and disciplinary norms for a new position in line with the University's performance expectations. Any individual requirements will be discussed and included in the action plan developed with the academic line manager within the first 3 months of appointment.

Regular annual and mid-term reviews will be conducted in accordance with the Academic Performance and Career Development process by the Academic Probation Committee (APC).

It is recommended that the supervisor meet with the probationary employee twice per academic year to review performance against objectives and provide constructive feedback, coaching and mentoring and to identify development strategies where required.

Satisfactory performance will be mandatory for confirmation of appointment.

40.6 The Academic Probation Committee

The APC shall be comprised to include expertise in both research and learning and teaching. It shall be chaired by the Provost and include the Chair or Deputy Chair of Academic Senate, one representative from each Faculty and one representative from the Institutes.

The APC may meet every 6 months to consider probationary performance and career development plans and interim and final probationary reports.

The Academic Probationary Committee may decide to:

- a) support the continuation of probation when considering an interim probationary report; or
- b) confirm the appointment in accordance with the contract of employment; or
- c) in exceptional and extenuating circumstances, extend the probationary period for a period not exceeding 2 years, outlining the performance and career development requirements needed to be met during the extended probationary period for the appointment to be confirmed; or
- d) terminate the employment.

40.7 If a decision to terminate employment is made, an employee may appeal to the Vice-Chancellor. The appeal will be considered by the Academic Probation Review Committee (APRC) which comprises the Vice-Chancellor (or nominee) as Chair, one academic staff member elected by staff and one academic staff member nominated by the Vice-Chancellor.

41. PROBATION – ELC AND PROFESSIONAL

41.1 A probationary period of reasonable duration may be applied to any full-time or part-time appointment. For continuing appointments, the probationary period shall normally be of not more than six months' duration.

41.2 A probationary period offers a period of mutual testing for the University and the probationary employee, during which the employee should be provided with constructive supervision with periodic counselling to confirm progress or to identify difficulties and develop strategies for their resolution. Such strategies may include participation in a staff development program.

41.3 A review of the employee's performance shall be conducted by the employee's supervisor mid-way through the initial probationary term. A probationary report shall then be prepared and signed by the Head of Budget Centre, with the employee to then be given the opportunity to sign in agreement or to include other comment. A copy of the signed report shall then be provided to the employee for retention.

41.4 At the end of the initial probationary period the appointment may either be confirmed or terminated or the probationary period extended. The total period of any extension(s) shall not exceed the length of the initial probationary period. If it is proposed to terminate the appointment or extend the probationary period the employee shall be provided with signed written advice of the reasons. At least one month's notice shall be given to the employee where it is proposed to terminate the appointment or payment in lieu where this would result in the probationary end-date being exceeded.

41.5 The provisions of Clause 71 of this Agreement do not apply to employees during a period of probation.

41.6 Nothing in this clause shall prevent the termination of a probationary appointment at any stage during the probationary term on account of unsatisfactory performance or serious misconduct. Notice of termination shall be in accordance with Clause 65 of this Agreement.

42. PERFORMANCE AND CAREER DEVELOPMENT

42.1 The aim of performance and career development is to provide a framework to encourage the development and maintenance of a culture of continuous improvement within a productive, positive and harmonious work environment, where employees and supervisors work in partnership to achieve personal and professional goals aligned with the strategic and operational objectives of the University.

The process operates on a yearly cycle and is intended to be dynamic, ongoing and interactive between employee and supervisor in order to encourage trust and regular, open communication.

The performance and career development process supports this aim by:

- encouraging a culture of continuous learning and performance improvement;
- applying the principles of job clarity, constructive feedback, accountability and ongoing learning to the way that we work; and
- demonstrating the University's commitment to developing and retaining the talents of its staff.

The performance and career development process is a planning and review cycle that supports staff to reach their full career potential through:

- the provision of professional development opportunities, both within and external to the local workplace;
- regular, meaningful performance conversations with their line manager and a process of giving and receiving feedback; and
- clearly identifiable and documented performance development plans that create an awareness of the employee's contribution toward faculty/school/divisional and University goals.

If a performance and career development conversation has not occurred during the previous twelve-month period, an employee may request that it occurs within a reasonable timeframe.

42.2 Eligibility

The University's performance and career development system applies to all staff members bound by this Agreement, whilst this Agreement is in operation, except:

- (a) casual employees;
- (b) fixed-term employees with a contract of less than 12 months' duration; or
- (c) employees with a part-time appointment of less than 20% of full-time;

unless the employee has agreed with their supervisor to be involved in the process.

Where a staff member retires during a performance and career development cycle, the staff member and supervisor may agree to exempt the staff member from performance and career development processes for all or part of that particular cycle.

43. INCREMENTAL PROGRESSION

43.1 Except where otherwise specifically determined by this Agreement, an employee holding a position within a prescribed salary level who has been in receipt of a salary less than the maximum salary prescribed for that level shall be entitled to receive an annual increment prescribed for such level until the maximum salary is reached, following a performance and career development review in which performance has been deemed satisfactory.

Satisfactory performance means performing the requirements of the position to an acceptable level, having acquired and utilised additional skills, experience or competencies within the ambit of the classification and in accordance with the priorities of the organisational unit.

43.2 For Professional Staff:

- (a) there will be automatic progression between HEO Levels 1 and 2; and
- (b) Juniors shall receive annual age-based increments on the anniversary of their birthday and shall transfer to the HEO scale on attaining 20 years of age.

43.3 Subject to Clause 43.2(b), all entitled employees shall have an incremental date of the first day of a full pay period following 1 March. Progression from one incremental point to the next will not occur, however, where the employee has been on their current incremental step for less than 6 months (from 1 September of the previous year for the purpose of this clause).

43.4 Incremental progression shall only be awarded when an employee has, over the preceding twelve months:

- (a) not been counselled for poor performance; or
- (b) not been or will not be on leave without pay for greater than half of the incremental progression year.

43.5 If a supervisor fails to conduct a performance and career development review meeting and the employee has not undergone any counselling for unsatisfactory performance during the preceding 12-month period, it shall be deemed that the employee has attained satisfactory performance for the purposes of incremental progression.

44. HIGHER DUTIES ALLOWANCE – ELC AND PROFESSIONAL

44.1 Introduction

To cover absences and staff movements it is sometimes necessary for a professional employee to perform all or part of the duties of a position classified at a higher HEO level, or for an English Language Centre employee to perform all or part of the duties of a management position classified at a higher level for a defined period of time.

Where an employee is required to perform such duties for 5 or more consecutive working days, the employee shall, subject to Clause 44.2, be entitled to a higher duties allowance which reflects the increase in the level of duties and responsibilities being undertaken.

44.2 Eligibility

Where an employee is directed to perform the duties of a position classified at a higher level, the employee will be paid at the higher rate.

44.3 Period of performance of higher duties

A higher duties allowance should not normally be paid for a period in excess of 6 months.

44.4 Amount and conditions of payment

Higher duties allowances shall be based on the difference, or a percentage of the difference according to the proportion of the additional duties being performed, between the employee's normal salary and the salary for the first step of the classification level of the higher position (or the second step where the employee is on the maximum step of the classification level immediately below the classification level of the higher position).

45. POSITION DESCRIPTIONS AND POSITION REDESIGN – ELC AND PROFESSIONAL EMPLOYEES

45.1 All full-time and part-time positions shall have a position description. This document will normally require amendment from time to time to reflect changes in the nature of the work being performed, changes in reporting relationships, and position redesign. A review of the position description should normally occur as part of the annual performance and career development review process.

45.2 Positions may be redesigned commensurate with the relevant classification level so as to more fully utilise the skills, interests and abilities of employees with a view to improving the performance of the University and enhancing the job satisfaction of employees by broadening the range of skills they use and expanding their career opportunities and job security. The parties are committed to this process. Where a position is to be redesigned, the incumbent employee(s) concerned will be consulted before any changes to duties or responsibilities are decided upon.

45.3 Notwithstanding any of the above, changes to position descriptions need to be approved by the Executive Director, Human Resources (or nominee) before they become effective.

45.4 The current DWM Classification Descriptors and Enhanced Descriptors for Professional Staff form part of this Agreement. During the life of this Agreement the parties agree to review these descriptors and implement the outcomes of that review once completed.

46. RECLASSIFICATION CLAIMS – PROFESSIONAL EMPLOYEES

46.1 Introduction

Employees who consider the classification level assigned to their position does not properly reflect the duties and responsibilities of the position may seek a reclassification of their position. In the alternative, a Head of Budget Centre may seek an upward reclassification of an employee's position. Procedures to be followed are outlined on the Human Resources website.

All applications for reclassification will be reviewed in December and July of each year.

Reclassification claims, if successful, shall not be awarded retrospectively beyond the date of formal written application being received by Human Resources. An application will not be deemed to have been received unless it is accompanied by a revised position description, both of which have been signed by the Head of Budget Centre.

46.2 Decisions on claims

The classification level of a position subject to a reclassification claim will be determined by reference to the duties and responsibilities of the position, assisted by the University's Classification Descriptions and Enhanced Classification Descriptors for the various HEO levels. Regard shall also be had to other comparable positions within the University and their classification level.

46.3 Internal review mechanism

Where the employee or Head of Budget Centre is dissatisfied with the reclassification decision and believes that the decision did not take full and proper account of all material facts, either the employee or Head of Budget Centre may, within 14 days of being advised of the decision, apply for an internal review of the decision. A reasoned case shall be made out in writing when seeking such a review.

Internal reviews shall be heard by a Reclassification Review Panel, which shall comprise three representatives from the University and one delegate from each Union. The Reclassification Review Panel will meet twice each year (in April and October) for this purpose and shall provide a report with recommendations to the Executive Director, Human Resources in respect of each claim. The Executive Director, Human Resources will determine the claim having regard to the report provided, and shall advise the employee of the outcome within 14 days of receipt of the report.

46.4 External review by the Fair Work Commission

An employee dissatisfied with the internal review decision may, within 14 days of being advised of that decision, apply to the Fair Work Commission for a review of the decision not to grant the reclassification claim.

The Fair Work Commission shall determine whether or not the reasons for rejecting the reclassification claim were properly based, and shall do so by conciliation and/or arbitration. The decision of the Fair Work Commission shall be final, and Clause 69 of this Agreement shall have no application to reclassification claims.

47. STUDY AND EXAMINATION LEAVE

ELC and Professional

47.1 Courses undertaken at the option of the employee

Employees holding continuing appointments, and in special circumstances fixed-term employees, may be allowed up to 5 hours' time off on full pay each week (to be treated as on duty) to attend classes or examinations in approved courses relevant to their existing job role or for succession planning purposes.

Where an employee wishes to repeat subjects failed in the preceding year (for which time-off was granted), time to attend classes or examinations may be made conditional upon such time-off being taken, either wholly or in part, as time-off in lieu of overtime or excess hours worked, at the discretion of the Head of Budget Centre.

47.2 Courses undertaken as required by the University

If the University requires an employee to undertake courses of study in order to acquire additional skills or qualifications relevant to the employee's position, then the University shall be responsible for the payment of all fees for such courses, including HECS/HELP.

Academic

47.3 Study leave eligibility – recognition of prior service

The University will recognise service at Level B and above at other Australian universities as counting as qualifying service for study leave eligibility purposes, provided that:

- (i) the service was paid full-time service;
- (ii) the service did not count as qualifying service towards study leave which was taken at that other university; and
- (iii) there is not more than two months' gap between the cessation of employment with that other university and commencement of employment with the University.

PART F - CONSULTATION, CHANGE AND RELOCATION

48. CONSULTATION WITH STAFF

The University will consult with all employees covered by this Agreement as is appropriate in relation to each matter at hand.

49. MANAGING CHANGE IN THE WORKPLACE

49.1 Where the University is proposing to undertake a significant change, consultation will occur with employees who will be directly affected by the proposed change and the unions to this Agreement.

Consultation with the unions will be by way of provision of a written change proposal. Upon request, a meeting of the union(s) and Human Resources will be scheduled during the consultation period to seek clarification and/or to provide feedback.

49.2 [Definition of significant change] 'Significant Change' is a workplace change that will have substantial effect on employees. It includes the outsourcing of services and/or major changes to:

- the structure of work areas;
- the composition, operation or size of the University work force;
- the skills required of the work force;
- job opportunities or job security;
- the hours of work;
- the structure of the academic year;
- administrative methods or services provided by the University;
- the application of technology; and
- the work location of employees (in excess of 50km).

49.3 Consultation on proposed significant change will include a written proposal that shall contain:

- the nature of the proposed changes;
- the rationale for the changes;
- the expected effect on employees and measures to identify and mitigate any adverse effects;
- the consultation period;
- proposed implementation time lines;
- existing and proposed organisational structures (where structural change is proposed); and
- a University contact for feedback and questions.

The University is not required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to the University's interests. This does not prevent any party notifying a dispute if it believes information is not genuinely of a confidential or commercially sensitive nature.

49.4 As early as practicable after the University has made a definite decision to undertake a significant change, the University shall advise directly affected employees and unions in writing. This advice shall include the plans for implementation and an explanation as to how the feedback received on the proposal was taken into consideration.

50. COMPULSORY RELOCATION – ENTITLEMENTS

Where an employee's position is surplus to operational requirements and the University identifies a redeployment possibility which would involve the employee relocating from one campus location to another, necessitating residential relocation, the employee shall, upon agreeing to such a relocation, be entitled to have at least the following expenses met by the University:

- (a) reasonable legal fees and real estate agent's or auctioneer's fees associated with the sale of the employee's principal residence in the initial location;
- (b) reasonable legal fees and stamp duty costs associated with the purchase (or construction) of a new replacement principal residence in the initial location;
- (c) disconnection/reconnection fees associated with the supply of essential services/utilities such as electricity, water, gas and telephone;
- (d) relocation (including packing) and, as necessary, reasonable storage and redelivery, of personal and household effects; and
- (e) other reasonable out of pocket expenses directly associated with the relocation.

In addition, the employee shall be afforded reasonable working time to make the necessary arrangements for sale/purchase of residential property and relocation of personal and household effects.

Prior to committing to any expenditure, an employee who has agreed to relocate shall firstly confirm with the University the extent of entitlements under these provisions, consistent with the employee's particular circumstances.

51. TRANSMISSION OF BUSINESS

51.1 Redundancy provisions contained within this Agreement do not apply where an employee's appointment is transferred to another employer (e.g. an entity associated with the University). In such transmission of business situations, the employee will not be entitled to a redundancy payment upon such transmission, but will have their previous University service recognised as counting as service with that other entity for the calculation of all accrued entitlements, including in relation to any subsequent redundancy.

51.2 An employee transferred to another employer as a result of transmission of business is able to seek redeployment within the University for a period of 6 months following such transfer. The employee will remain with the new employer at the end of the 6-month period if redeployment has not been able to be effected.

PART G - LEAVE ENTITLEMENTS

All leave provisions will be applied with reference to an employee's service fraction.

52. ANNUAL LEAVE

52.1 Entitlement

Employees are entitled to 4 weeks of paid annual leave each year. This leave entitlement accrues on a continuous basis according to the employee's fraction of employment, and accumulates from year to year.

Annual leave shall be:

- (a) exclusive of public holidays;
- (b) ordinarily given and taken in complete working days; and
- (c) exclusive of the normal working days occurring during the period the University is closed between 25 December in one year and 1 January in the following year.

52.2 Taking of leave

The parties to this Agreement recognise the importance of taking leave on a regular basis to support employees' overall health and wellbeing.

52.2.1 An employee wishing to proceed on leave shall submit an online application and obtain the relevant approval before the commencement of the leave.

52.2.2 Leave shall be taken at a time mutually convenient to the employee and the Head of Budget Centre. Annual leave approvals will not be unreasonably withheld and in the event that leave is not approved the employee will be provided with the reasons as to why the leave was not approved.

52.2.3 Prepayment will only be approved in exceptional circumstances such as where employees are travelling overseas, compassionate grounds or in the case of hardship.

52.2.4 In exceptional circumstances, the Head of Budget Centre may cancel the leave of an employee or recall the employee from leave. If the employee is likely to suffer monetary loss as a result, he or she shall advise the Head of Budget Centre. Should the Head of Budget Centre still wish to cancel the leave or recall the employee, the employee shall be entitled to be paid for reasonable losses incurred. Provided that leave may not be cancelled nor an employee be recalled from leave, without their consent, if the effect of such cancellation or recall is that they would not be able to take a total of 4 weeks' annual leave in that year of service.

52.2.5 Professional Staff

- (a) In special circumstances, and with prior approval of the Head of Budget Centre, leave may be taken in advance of the date leave becomes due. Such leave shall not exceed 10 working days.
- (b) Time off in lieu of overtime shall normally be taken prior to annual leave being debited, unless otherwise specifically authorised by the Head of Budget Centre.

52.2.6 Academic Staff

At the beginning of each calendar year, an academic employee is required to apply for 20 days' annual leave during the current year, which will not normally include leave during the main teaching terms. The approved leave may be subject to subsequent variation at the request of the employee.

52.2.7 English Language Centre Staff

Prior to the end of May each year, an ELC employee is required to provide an indication of when in the next financial year they plan to take their 20 days' annual leave, which will not normally include leave during more than one teaching module.

52.3 Leave on termination of employment

On termination of employment, a continuing employee shall receive payment for all untaken annual leave credits.

A fixed-term employee shall normally be required, as part of the contract of employment, to exhaust annual leave credits prior to the end date of the appointment. If operational requirements preclude the exhausting of annual leave credits, the fixed-term employee shall receive payment for all untaken annual leave credits at the end of the appointment.

52.4 Payout of annual leave during the course of employment

An employee may apply in writing to his/her Head of Budget Centre to seek a lump-sum salary payment in lieu of part (minimum of 5 days) of his/her accrued annual leave balance which, at the time of exercising the option, is in excess of 25 days. A minimum balance of 20 days' accrued annual leave must be retained.

Each application will be considered on its merits by the Head of Budget Centre (or nominee) and have regard to the leave history and future leave bookings of the employee.

52.5 Management of excess annual leave

52.5.1 An employee whose accrued annual leave entitlement equals or exceeds six weeks may be notified in writing that they are required to take sufficient annual leave to bring their accrued entitlement below four weeks, but only if the requirement is reasonable.

52.5.2 Any such notice shall provide that, within two months of receipt of the notice:

- (a) the employee may negotiate with their supervisor an agreed time for the taking of such leave, to bring the accrued leave entitlement below four weeks within 6 months of the receipt of the notice; or

- (b) the Head of Budget Centre may approve continued accrual of leave above six weeks on the condition that an application has been made and approved for the employee to take sufficient annual leave to bring their accrued entitlement below four weeks within 2 years from the receipt of the notice.

52.5.3 If,

- (a) at the expiry of 2 months from the receipt of the notice referred to in Clause 52.5.1 above, no agreed plan for reducing accrued annual leave entitlements has been established in accordance with Clause 52.5.2 above; or
- (b) the employee cancels such planned leave;

and there are no exceptional circumstances, the University may direct the employee to take sufficient annual leave to bring their accrued entitlement below four weeks, and may direct the dates on which such leave shall be taken. The University must give at least two (2) months' notice of the date on which the employee is directed to take leave.

- 52.5.4** Provided that the requirements of Clause 52.5.1 have been met, where an employee is directed to take annual leave in accordance with Clause 52.5.3, the University will be entitled to deduct from the employee's accrual the amount of annual leave that has been directed to be taken, at the conclusion of the directed period.

52.6 Personal/carer's leave or community service leave whilst on annual leave

- 52.6.1** Personal/carer's leave may be approved for a period of time whilst the employee is on approved annual leave when the employee produces supporting medical evidence. The period approved as personal/carer's leave will be re-credited to the employee's annual leave balance.

- 52.6.2** Where an employee engages in an eligible community service activity (otherwise known as community service leave) during a period of annual leave, the period of engagement will be re-credited to the employee's annual leave balance upon provision of evidence of the engagement.

- 52.6.3** The period of annual leave already approved will not be automatically extended as a result of the taking of personal/carer's leave or community service leave, and an employee will need to apply for any such extension to the approved period of leave.

53. LONG SERVICE LEAVE

53.1 Entitlement to long service leave

An entitlement to paid long service leave arises after the completion of 10 years of continuous service with the University or other service recognised under Clause 53.8, with eligibility accruing at the rate of 6.5 working days leave for each completed year of service.

For the purposes of long service leave eligibility, "continuous service" will not be regarded as being broken:

- where a break between periods of employment (including periods of casual employment) is of no more than 4 months duration; or
- should an employee give birth to a child:
 - (a) during a period of fixed-term employment with the University, providing that the employee resumes employment with the University within 2 years following the date of birth; or
 - (b) not more than 12 weeks after cessation of employment with the University, providing that the employee resumes employment with the University within 2 years following cessation.

The period of a break in employment shall not, however, be regarded as service for the purpose of calculating service for long service leave purposes.

53.2 Application to take long service leave

An employee wishing to proceed on leave shall obtain the approval of the Head of Budget Centre before the commencement of the leave. Applications and approvals shall be submitted to Human Resources through the online process. Applications for leave of four weeks or more should normally be lodged with the Head of Budget Centre not less than 6 months before the date on which the leave, if approved, is to commence. It shall be open to the Head of Budget Centre and employee to agree upon such lesser period of notice as may be appropriate in individual circumstances.

53.3 Taking of long service leave

53.3.1 Long service leave is to be taken at time(s) convenient to both the employee and the needs of the budget centre and may be taken in one period or more than one period. The timing of such leave shall be at the employee's choosing, provided that at least 3 months' notice is given and that the leave is taken within 2 years of such notice.

53.3.2 A Head of Budget Centre may direct an employee to reduce their long service leave balance to 65 or more working days by the giving of at least 3 months' notice of the date upon which leave shall commence. Before giving such a direction, however, the Head of Budget Centre shall meet with the employee to discuss the employee's preferences as to the time of taking such leave.

53.3.3 Any disputes in relation to the reasonableness of a direction under Clause 53.3.2 shall be considered under the dispute resolution procedure outlined in Clause 69 of this Agreement. In resolving such a dispute, regard shall be had, inter alia, to previous applications for long service leave and the reasons for rejection of any such applications.

53.4 Long service leave entitlement upon termination of employment

53.4.1 Where employment is terminated by either the University or the employee after an entitlement to long service leave has arisen, the employee shall be entitled to payment in lieu of long service leave not taken.

53.4.2 Notwithstanding Clause 53.4.1, an entitlement to a payment on termination of employment in lieu of pro rata long service leave will arise where an

employee has completed between 7 and 10 years' continuous service with the University and their employment is terminated due to the employee:

- (a) being permitted or required to resign on account of sickness;
- (b) resigning on account of domestic or other pressing necessity; or
- (c) having his/her employment terminated by the University other than for serious misconduct.

A pro-rata payment on termination will also be payable to the employee's estate in the event of the employee dying where the employee has had at least 4 years' continuous service with the University.

53.5 Long service leave on half pay

An employee may apply to take a continuous period (minimum of 5 days) of long service leave on half pay, with the taking of such leave resulting in a debit of the long service leave entitlement equal to one-half of the period taken. Each application will be considered on its merits and approval will be subject to the convenience of the budget centre. Where leave on half pay is granted, the employee shall bear any additional superannuation costs.

53.6 Long service leave on double pay

For the purpose of reducing a long service leave balance, an employee may apply to his or her Head of Budget Centre to take long service leave on double pay, in return for a double debit to his or her long service leave balance. (For example, a 120 working day balance will reduce to a 60 working day balance on the taking of 30 working days' long service leave on double pay.)

Each application will be considered on its merits by the Head of Budget Centre in consultation with the Dean/Head of Division. Approval will be subject to the convenience of the budget centre.

For the purposes of this clause, "double pay" means payment of a non-superannuable allowance equal to, and in addition to, normal salary payable whilst on long service leave.

53.7 Payout of excess long service leave

An employee may apply to his/her Head of Budget Centre to exercise an option to receive a lump-sum salary payment in lieu of part or all of his/her long service leave accrued entitlement which, at the time of exercising the option, is in excess of 25 days.

53.8 Recognition of service with another employer

Prior continuous service with one or more Australian university, college of advanced education or accredited Australian English Language Centre provider will be recognised in full for the purpose of setting a start date for the accrual of long service leave where the employee provides Human Resources with a "record of service" from their previous employer. The accrued long service leave balance on commencement of employment shall, however, be confined to the immediate past employer (including continuous prior Australian university, college of advanced education or accredited Australian English Language Centre provider recognised by that employer) and shall:

- (a) be limited to 45.5 days leave; and

- (b) not include any accrued leave which has been taken or paid out by a previous employer, or for which the employee was entitled to a payout on termination of employment.

53.9 Personal/carer's leave or community service leave whilst on long service leave

- 53.9.1** Personal/carer's leave may be approved for a period of time whilst the employee is on approved long service leave where the employee produces supporting medical evidence. The period approved as personal/carer's leave will be re-credited to the employee's long service leave balance.
- 53.9.2** Where an employee engages in an eligible community service activity (otherwise known as community service leave) during a period of long service leave, the period of engagement will be re-credited to the employee's long service leave balance upon provision of evidence of the engagement.
- 53.9.3** The period of long service leave already approved will not be automatically extended as a result of the taking of personal/carer's leave or community service leave, and an employee will need to apply for any such extension to the approved period of leave.

54. PUBLIC HOLIDAYS

54.1 Holiday entitlement

Employees shall not normally be required to work on the public holidays observed under this Agreement.

54.2 Prescribed public holidays

The University shall observe public holidays which are officially proclaimed, with the current public holidays observed in Tasmania being as follows:

- (a) New Year's Day
- (b) Australia Day
- (c) Labour Day
- (d) Good Friday
- (e) Easter Monday
- (f) Easter Tuesday
- (g) Anzac Day
- (h) Queen's Birthday
- (i) Christmas Day
- (j) Boxing Day
- (k) Show Day - which is observed in the local area

- (l) Recreation Day - North of Oatlands
- (m) Hobart Regatta Day - South of and including Oatlands
- (n) Launceston Cup Day - half day - Launceston only
- (o) Devonport Cup - half day - Devonport only.

54.3 Alternative holidays by agreement

By agreement between an employee(s) and the University, an alternate day may be substituted for any of the public holidays.

54.4 Working on public holidays

The University may request an employee to work on a public holiday if the request is reasonable. An employee may, however, refuse such a request if the requirement is not reasonable or if the refusal is reasonable.

Professional staff, other than casual employees, who work on a public holiday will receive time off in lieu, except where overtime payment is claimed.

55. PARENTAL LEAVE

55.1 Eligibility requirements

55.1.1 Subject to Clause 55.1.2, in order to be eligible for the parental leave (including adoption leave) entitlements provided by this clause, the employee must be employed by the University on a continuing or fixed-term basis and

- (a) if the leave is birth-related leave, have commenced employment with the University at least 12 months prior to the date of birth or expected date of birth of the child; or
- (b) in the case of adoption-related leave, have commenced employment with the University at least 12 months prior to the day of placement (as defined in Clause 55.6.3) or the expected day of placement of the child; or
- (c) if the employee is taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child, the employee has, or will have, completed 12 months' continuous with the University as at the date on which the leave is to start.

55.1.2 Eligible casual employees will be entitled to the unpaid parental leave entitlements provided by this clause. Eligible casual employee means a casual employee who:

- (a) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.

55.1.3 An employee will be eligible for the adoption leave entitlements provided by this clause where the child:

- (a) on the day of placement or the expected day of placement is, or will be, under 16 years of age and has not, or will not have, lived continuously with the employee for a period of 6 months or more; and
- (b) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or partner.

55.2 Unpaid parental leave entitlements

55.2.1 Leave associated with the birth of a child

Section 70 of the Fair Work Act provides an entitlement to unpaid parental leave of up to 12 months' duration in relation to the birth of a child.

The main purpose of this leave is to allow either parent to be the primary care-giver of the child. Parental leave taken by an employee must not overlap with that taken by his or her spouse or partner except for a period of up to three weeks at the time of the birth. This three-week period is for the dual purpose of allowing both parents to care for the child, and to allow the spouse or partner to reconcile work and family responsibilities by giving care and support to the mother of the child.

The combined period of parental leave of the employee and his or her spouse or partner following the birth of the child, not counting any period of overlap for the spouse or partner, may not exceed 24 months' duration.

55.2.2 Leave prior to the birth of a child

An employee who is pregnant will normally commence parental leave at least six weeks prior to the expected date of birth. A later date of commencement may, however, be approved at the discretion of the Executive Director, Human Resources on receipt of supporting medical advice.

55.3 Unpaid adoption leave entitlements – leave following the placement of the child

Section 70 of the Fair Work Act provides an entitlement to unpaid adoption leave of up to 12 months' duration to care for the adopted child.

Leave taken by the employee and his or her spouse or partner must not overlap except for a period of up to three weeks from the date of the placement of the child. The combined period of adoption leave of the two parents following the placement of the child, not counting the period of overlap for one parent, may not exceed 24 months' duration.

55.4 Parental leave within the initial 12-month period

An employee may extend the period of parental leave (including adoption leave) within the initial 12-month period for taking parental leave by giving the University written notice of the extension at least four weeks before the end date of the original leave period. The notice must specify the new end date for the leave.

Further extension(s) within the initial 12 month period will only be possible by agreement with the University.

55.5 Parental leave beyond the initial 12-month period

An employee may request a further period of parental leave (including adoption leave) of up to 12 months immediately following the initial 12-month period for taking parental leave.

The request must be in writing, and must be given to the University at least four weeks before the end of the available parental leave period.

The University may refuse the request only on reasonable business grounds and shall provide the employee with a written response specifying reasons for the refusal.

55.6 Paid parental leave entitlements

In addition to making available unpaid parental leave to employees in accordance with Clauses 55.2 and 55.3, the University provides for part or all of the period of parental leave referred to in Clauses 55.2 and 55.3 to be taken as paid leave as follows:

55.6.1 Maternity leave

- (a) An employee shall be entitled to paid maternity leave as outlined below, which shall be reduced by any period of paid leave transferred to the employee's spouse or partner in accordance with sub-clause (b):
 - (i) 14 weeks' paid maternity leave that shall be paid at the usual employment fraction of the employee (i.e. the rate of payment will not be varied due to any temporary changes in the employee's service fraction that result from the employee's pregnancy);
 - (ii) In addition to the initial 14 weeks' paid maternity leave, employees shall be entitled to an additional 12 weeks' maternity leave, paid at the usual employment fraction of the employee, which shall be paid on the basis of a commitment by the employee to return to work for a period of 52 weeks following the period of maternity leave taken. Should the employee's current employment contract have an end date prior to the end of this 52-week period, an entitlement to the additional 12 weeks' maternity leave will be on the basis of a commitment given to work out the balance of the current contract and to accept any offers of extension of employment which would enable the employee to continue employment during the 52-week period. This amount shall be repayable on a pro rata basis in the event that the employee resigns her employment, or does not accept an offer of extension of employment, with effect prior to the end of such 52-week period other than on account of illness or domestic or other pressing necessity (which is over and above expected domestic care responsibilities);
- (b) Part or all of the employee's paid maternity leave entitlement may be transferred to, and taken as paid partner's leave by, the employee's spouse or partner, provided that:
 - (i) the spouse or partner is also employed by the University and meets the eligibility requirements prescribed by Clause 55.1; and
 - (ii) by agreement with the employee, the spouse or partner will be the primary care-giver of the child for the period in question; and
 - (iii) repayment by the spouse or partner on the same basis as provided for by sub-clause (a)(ii) will be required where the employee takes a period of paid maternity leave but does not return to work for a period of 52 weeks thereafter.

55.6.2 Leave where the employee is not the primary care giver

An employee who is not the primary care-giver of the child shall be entitled to up to 5 days' paid leave in relation to the birth of a child to his or her

spouse or partner. This paid component is restricted to the period through 1 week before the expected date and 5 weeks after the birth of the child.

55.6.3 Adoption leave

- (a) Leave prior to the placement of the child

The employee shall be entitled to up to 2 days' paid adoption leave for the purpose of attendance at interviews or examinations relating to the adoption application.

- (b) Where the employee is the primary care-giver of the child

The employee shall be entitled to 26 weeks' paid adoption leave from the day of placement of the child on the same conditions as maternity leave is payable and repayable under Clause 55.6.1.

Where an employee's spouse or partner is also employed by the University and meets the eligibility requirements for paid adoption leave prescribed by Clause 55.1.3, the paid adoption leave entitlement may be shared between both employees.

- (c) Where the employee is not the primary care-giver of the child

The employee shall be entitled to up to 5 days' paid adoption leave. This paid component is restricted to the period through one week before the day of placement of the adopted child and 5 weeks after the day of placement.

The "day of placement" is the earlier of the day on which the employee first takes custody of the child for adoption, or the day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

55.7 Use of other leave entitlements

55.7.1 Employees may use their unused entitlement to any of the following to cover all or part of the period of unpaid parental leave:

- (a) annual leave;
- (b) long service leave; and
- (c) time off in lieu of overtime or excess hours worked.

55.7.2 Personal leave will not normally be granted during the period of paid maternity leave. However, it may be granted at the discretion of the Executive Director, Human Resources on production of medical advice showing that the pregnancy or immediate post-natal period is not proceeding normally or that the mother is suffering from an illness or injury unrelated to the pregnancy. In such circumstances the period of paid maternity leave shall be extended by the period of personal leave so authorised.

55.8 Where pregnancy does not result in the birth of a child

An employee whose pregnancy, having proceeded for a period of not less than 20 weeks, is terminated or does not result in the birth of a living child, shall be entitled to paid and unpaid leave on the same basis as maternity leave is provided above.

An employee whose pregnancy terminates before she has been pregnant for a period of 20 weeks is eligible for personal leave under the University's personal leave provisions. The employee is also entitled to unpaid special maternity leave by giving the University notice that she wishes to take such leave. The notice must be given to the University as soon as practicable and include the period, or expected

period, of the leave. The University may request evidence to support the application for leave.

55.9 Transfer to a safe job or 'paid no safe job leave'

55.9.1 Where a pregnant employee is fit for work, but illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for her to continue in her current position:

- (a) the duties of the position will be modified; or
 - (c) the employee will be transferred to a safe position at the same classification level and remuneration; or
 - (d) the employee will receive leave on full pay;
- for the duration of the risk period.

55.9.2 Where an employee's position is modified, or where an employee is transferred to a safe position in accordance with sub-clauses (a) and (b) above, all other terms and conditions of employment will be maintained.

55.10 Reducing period of parental leave

An employee who has started a period of parental leave may, by agreement with the University, reduce the period of parental leave he or she takes.

55.11 Variation to working hours

The University will endeavour to make reasonable accommodations in relation to the working hours of employees proceeding on or returning from parental leave. This may include approval for reduced working hours on an ongoing basis or for a fixed period of time.

55.12 No reduction of entitlements

The provisions of this Agreement shall not operate to reduce the entitlement of an employee to parental leave under the National Employment Standards or under the Paid Parental Leave Act 2010.

56. PERSONAL/CARER'S LEAVE

56.1 Eligibility for personal/carer's leave

In accordance with Clauses 56.2, 56.3 and 56.4 of this Agreement, personal/carer's leave shall be provided to continuing and fixed-term employees who are absent from work:

- (a) because the employee is not fit for work because of personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to their spouse or partner or to a member of the immediate family (including child, parent, grandparent, grandchild or sibling) of the employee or their spouse or partner, or to a member of the employee's household, on account of a personal illness, personal injury or an unexpected emergency; or
- (c) due to the employee experiencing family violence (ie. an employee against who family violence is directed) in which case the employee may access personal leave entitlements to attend to any related matters.

56.2 Entitlements: Continuing appointments

Employees holding continuing appointments shall be entitled to personal/carer's leave from the commencement of employment for a 3-year period, and for each 3 year period thereafter, in accordance with the following scale:

| CATEGORY A: LESS THAN 3 YEARS' SERVICE | |
|---|----------------|
| 44 working days | full salary |
| 132 working days | without salary |

| CATEGORY B: 3 YEARS' SERVICE BUT NOT MORE THAN 6 YEARS' SERVICE | |
|--|----------------|
| 77 working days | full salary |
| 132 working days | without salary |

| CATEGORY C: 6 YEARS' SERVICE BUT NOT MORE THAN 9 YEARS' SERVICE | |
|--|----------------|
| 99 working days | full salary |
| 132 working days | without salary |

| CATEGORY D: GREATER THAN 9 YEARS' SERVICE | |
|--|----------------|
| 165 working days | full salary |
| 66 working days | without salary |

Employees holding continuing appointments shall therefore have the following personal/carer's leave entitlements:

| FOR THE TRIENNIUM COMMENCING AT THE START OF | ENTITLEMENT FOR THREE-YEAR PERIOD |
|---|--|
| 1st year of employment | Category A |
| 4th year of employment | Category B |
| 7th year of employment | Category C |
| 10th year of employment | Category D |
| Each subsequent three-year period | Category D |

On request, a component of the personal/carer's leave full pay entitlement will be converted to half pay in any triennium up to the limits detailed below:

| MAXIMUM NUMBER OF DAYS WHICH MAY BE CONVERTED TO HALF PAY | |
|--|--|
| Category A | 22 days' full pay to 44 days' half pay |

| | |
|---------------------|--|
| Categories B, C & D | 33 days' full pay to 66 days' half pay |
|---------------------|--|

56.3 National Employment Standards entitlements

Notwithstanding any of the above, an employee holding a continuing appointment shall be entitled to 10 days' paid personal/carer's leave for each year of service, with any untaken paid leave being cumulative with effect from 1 January 2010.

56.4 Entitlements: Fixed-term employees

Fixed-term employees shall at the commencement of their employment be afforded an entitlement of up to 10 days' personal/carer's leave on full pay, calculated at the rate of 10 days' leave per annum. By way of example, an employee appointed for a 6-month period shall have a personal/carer's leave entitlement of 5 days for the duration of that appointment.

A further entitlement shall accrue at the rate of 10 days' personal/carer's leave per annum on each anniversary of commencement of appointment. Unused personal/carer's leave entitlements from one year shall carry forward and form part of the employee's personal/carer's leave entitlements available for use in the following year.

Fixed-term employees who have been continuously employed on a fixed-term basis for longer than 6 years shall be entitled to personal/carer's leave in accordance with the provisions that apply to employees holding continuing appointments. Accordingly, at the commencement of the 7th year of continuous fixed-term employment an employee shall have their existing personal/carer's leave balance replaced by the entitlement that applies to a Category C employee under Clause 56.2. At the commencement of the 10th year, and at the commencement of each subsequent three-year period, the employee shall have a personal/carer's leave entitlement that applies to a Category D employee.

56.5 Notification of absence

Employees shall provide the University with as much notice as is practicable of the commencement of personal/carer's leave, and advise their supervisor and/or Head of Budget Centre of the following:

- (a) the estimated length of the absence; and
- (b) where the University is likely to have to make special arrangements for the rehabilitation or care of the employee upon a return to work, the nature of the illness or injury; and
- (c) in the case of carer's leave, the relationship to the person being cared for.

The University may decline to pay personal/carer's leave if such notice is not received, or the employee cannot demonstrate reasonable attempts to provide such notice.

56.6 Requirement for medical certification

Employees shall be entitled to 5 days' personal/carer's leave in each calendar year (pro-rata if not employed for a full calendar year) without the need to produce a medical certificate or a statutory declaration signed by the employee. However, a medical certificate may be required by the Head of Budget Centre for health-related

absences (in respect of the employee or the person being cared for) of 3 consecutive days or longer.

56.7 Dental and medical appointments

Personal leave may be claimed for emergency medical and dental appointments, which are appropriately supported by a certificate from the treating medical or dental practitioner or a statutory declaration signed by the employee.

56.8 Entitlement to unpaid carer's leave

An employee holding a continuing or fixed-term appointment is also entitled to 2 days of unpaid carer's leave for each occasion where they are required to be absent from work in circumstances described in Clause 56.1(b) or (c).

56.9 Accessing other leave entitlements

Where an employee needs to be absent for personal/carer's leave purposes, and the employee has exhausted their personal/carer's leave balance, the employee may apply for access to annual leave or long service leave. Professional staff may also by agreement with their supervisor, use any accrued time off in lieu of overtime or excess hours worked.

57. COMPASSIONATE LEAVE

57.1 An employee is entitled to 2 days of compassionate leave for each occasion where their spouse or partner or a member of the immediate family (including a child, parent, grandparent, grandchild or sibling) of the employee or their spouse or partner, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies (in which case the entitlement shall be to 3 days of compassionate leave).

57.2 Additional paid or unpaid leave may be granted in extenuating circumstances, such as for the death of a spouse or partner or where an employee needs time off work to organise funeral arrangements. In granting such leave, the Head of Budget Centre should not unreasonably refuse to grant any other accrued leave entitlement as sought by the employee to be taken in conjunction with the period of approved compassionate leave.

57.3 Evidence of the circumstances warranting compassionate leave shall be provided to the University as is reasonable in the circumstances.

57.4 Compassionate leave may also be approved in substitution for annual leave or long service leave already approved. The period approved as compassionate leave will be re-credited to the employee's annual leave or long service leave balance. The period of annual leave or long service leave already approved will therefore not be automatically extended and an employee will need to apply for any such extension to the period of leave.

58. COMMUNITY SERVICE LEAVE

- 58.1** Employees have an entitlement to take community service leave as provided by Sections 108 to 112 of the Fair Work Act. Such leave includes jury service (including attendance for jury selection) and participation in a voluntary emergency management activity that involves dealing with an emergency or natural disaster as part of a recognised emergency management body.
- 58.2** The period of community service leave may encompass:
- (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity; and
 - (c) reasonable rest time immediately following the activity,
- provided that an employee's absence due to participation in a voluntary emergency management activity is reasonable in all the circumstances.
- 58.3** All community service leave shall be on full pay.

59. CULTURAL AND CEREMONIAL LEAVE

- 59.1** In addition to the leave entitlements under Clause 57 (Compassionate Leave), an employee shall be entitled to use accrued annual leave or long service leave to follow and practice the requirements of cultural, spiritual or religious beliefs to which they adhere. Alternatively, the University may grant special leave with and without pay in accordance with Clause 60 of this Agreement.
- 59.2** Indigenous employees shall be entitled to an additional day's paid leave to participate in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week.
- 59.3** Applications for leave under this clause should be made with reasonable advance notice and be supported by appropriate evidence of the need for the employee to be absent on leave.

60. SPECIAL LEAVE WITH AND WITHOUT PAY

60.1 Special leave with pay

A Head of Budget Centre may, in special circumstances, grant a continuing or fixed-term employee special leave of absence on full pay not exceeding 5 working days in any one calendar year.

60.2 Special leave without pay

A Head of Budget Centre may, in special circumstances, grant a period of leave without pay to a continuing or fixed-term employee under such conditions as considered appropriate. Extended periods of leave without pay will only be granted where exceptional circumstances exist.

Where an employee is granted special leave without pay for any discrete period greater than 20 working days, that leave shall not be regarded as service for the purpose of accrual of annual leave and long service leave.

61. DEFENCE RESERVE LEAVE

- 61.1** All continuing and fixed-term employees required to undertake full-time service in the Defence Reserve shall be entitled to such necessary leave of absence to fulfil their commitments on full pay for up to 10 working days each calendar year. In order to qualify for this paid leave, a Defence Reservist must provide to the University reasonable advance notice of the service he/she is required to undertake.
- 61.2** Such leave of absence shall be counted as service for all purposes.
- 61.3** Additional discretionary Defence Reserve training leave may be granted by the Executive Director, Human Resources.

62. TRADE UNION TRAINING LEAVE

An employee is entitled to leave on full pay for up to 5 working days in any calendar year for the purpose of attending trade union courses or seminars, subject to the following conditions:

- (a) that the operating requirements of the University permit the granting of such leave;
- (b) that the employee makes application with reasonable notice;
- (c) that the scope, content and level of the courses are such as to contribute a better understanding of industrial relations or the employee's role representing other staff; and
- (d) that leave on full pay in excess of 5 working days and up to 10 working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding 10 working days.

63. SEAGOING LEAVE – AMC CREW

Employees engaged as crew operating a vessel by the Australian Maritime College shall, in addition to receiving seagoing allowance in accordance with Clause 33.8.2, be credited with an additional day of annual leave for any day or part day at sea (or in a port other than base whilst on ship-keeping duties) over a weekend or public holiday.

PART H - TERMINATION OF EMPLOYMENT

64. NOTICE OF RESIGNATION

64.1 Employment may be terminated by the employee giving the period of notice set out below:

Professional Employees & ELC Employees

| Period of continuous service with the University | Minimum period of notice |
|--|--------------------------|
| 3 years or less | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

Academic Employees

| Type of Appointment | Minimum period of notice |
|---|--------------------------|
| (i) Continuing appointments (including probation period) | 6 months |
| (ii) Fixed-term appointments of one year or less duration | 1 month |
| (iii) Fixed-term appointments of more than one year but not more than three years' duration | 3 months |
| (iv) Fixed-term appointments of more than three years' duration | 6 months |

64.2 If an employee fails to give the required period of notice (including where an employee abandons his or her employment), the University shall be entitled to recover an amount equal to the ordinary time salary which would have been earned to the end of the period of notice. The University shall be entitled to recover the amount from termination payments, including leave entitlements.

This shall not detract from the right of the University to waive all or any of the notice period where it considers that appropriate.

65. TERMINATION BY THE UNIVERSITY – ELC AND PROFESSIONAL

65.1 Termination of employment shall only be warranted where:

- (a) there is a valid reason for termination; and

(b) termination of employment is not harsh, unjust or unreasonable in the circumstances.

The University shall not, however, terminate an employee's employment for reasons rendered unlawful by the Fair Work Act.

65.2 Except as provided by Clause 66 or Clause 68, employment may be terminated by the University giving the period of notice set out below; provided that the University shall not be required to give such notice if the termination is for misconduct which is serious enough to make it unreasonable for the University to be required to continue the employment during the notice period.

| Period of continuous service with the University | Minimum period of notice |
|---|---------------------------------|
| 3 years or less | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

Provided that, where the employee is over 45 years of age and has completed at least two years' continuous service with the University, the University shall be required to provide one week's additional notice.

65.3 Notwithstanding Clause 65.2, the University may make a payment in lieu of notice, equal to the total of all amounts that, if the employee's employment had continued until the end of the required period of notice set out in Clause 65.2, the University would have been liable to pay to the employee because of the employment continuing during that period.

65.4 An employee who is absent from work for a continuous period exceeding five working days (including failing to attend for work as required during a period of notice) without reasonable cause shall be deemed to have abandoned his or her employment. Where an employee is, or will be, absent from duty without prior approval, the employee shall make all reasonable attempts to advise the University at the earliest possible time. The University shall not terminate employment on this basis without first making reasonable attempts to obtain a satisfactory explanation for the absence of the employee.

66. TERMINATION ON THE BASIS OF ILL-HEALTH

66.1 The Executive Director, Human Resources may require, in writing, any employee whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University. The employee may also be encouraged to apply to his or her superannuation fund for ill-health retirement or a temporary disability benefit under the rules of the fund.

66.2 The Executive Director, Human Resources shall provide an employee with written notice of not less than one month that a medical examination is required. Where the employee elects to apply to the employee's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical

examination under Clause 66.1 shall lapse forthwith and no further action shall, subject to Clause 66.3, be taken by the Executive Director, Human Resources under this clause.

- 66.3** Where the superannuation fund decides that the employee, following a period of receipt of temporary disability benefits, is capable of resuming work and the Executive Director, Human Resources elects to dispute this decision, the Executive Director, Human Resources may proceed in accordance with this clause without further recourse to the provisions of Clause 66.2.
- 66.4** A copy of the medical report made by the medical practitioner pursuant to Clause 66.1 shall be made available to the Executive Director, Human Resources and to the employee.
- 66.5** If the medical examination reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 6 months from the time of the medical examination under Clause 66.1 or an alternative medical examination initiated by the superannuation fund further to Clause 66.3, the Executive Director, Human Resources may, subject to Clause 66.6, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or, where no notice is specified, a period of 6 months. Prior to taking action to terminate the employment of an employee, the Executive Director, Human Resources may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- 66.6** If within 14 days of the report being made available, the employee or a person acting on their behalf so requests, the Executive Director, Human Resources shall not terminate the employment of the employee in accordance with Clause 66.5 unless and until the findings of the report are confirmed by a medical practitioner whom shall be appointed by the University on the recommendation of the President of the State Branch of the Australian Medical Association or by agreement with the unions. The practitioner shall be requested to provide his or her report to the University within 30 days of the matter being referred.
- 66.7** In making an assessment as to whether or not an employee is unable to perform his or her duties and is unlikely to be able to resume them within the period specified in Clause 66.5, the medical practitioner appointed pursuant to this clause shall as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 66.8** These provisions shall not displace or override any workers compensation legislation that may also be applicable.
- 66.9** The Executive Director, Human Resources may construe a failure by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within the period specified in Clause 66.5, and may act accordingly, provided that such a refusal by an employee in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

67. TERMINATION ON THE BASIS OF REDUNDANCY – ACADEMIC

67.1 Application

Where an employee holds a continuing position which is (or will become) surplus to operational requirements, the University may terminate the employment of the employee on the basis of redundancy. Voluntary redundancies will be sought before any involuntary redundancies are implemented, except where prior agreement has occurred with the unions. Applications for voluntary redundancy will be sought from the affected Faculty/Institute/Division.

This clause shall not, however, apply in the circumstances described in Section 122 (3) of the Fair Work Act.

67.1.1 Voluntary redundancy

The process for voluntary redundancy will outline the timelines relevant for receipt, consideration and approval of applications, and involve the following:

- (a) an employee may make an application;
- (b) the application will be assessed in accordance with objective, fair and transparent criteria;
- (c) once an application has been approved, applicants will receive the same benefits as if their employment had been terminated on an involuntary basis.

67.1.2 Ad hoc separations

Nothing in the above sub-clause will restrict the University from making an individual ad hoc voluntary separation. An individual ad hoc separation will occur at the initiative of the employee and in the absence of coercion.

The University will inform the unions where such a single separation occurs and shall identify the relevant Faculty, Institute or Division.

If the employee consents, the University shall also provide details of the classification and/or level at the same time.

67.2 Notification of redundancy

A position may be declared redundant for reasons of an economic, technological, structural or similar nature, including:

- (a) a decrease in student load 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 content 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
- (d) changes in technology or work methods.

Notification of redundancy shall be provided to the employee in writing by the Vice-Chancellor (or nominee), with this notification outlining the basis for the employee's position being declared redundant (i.e. that it is or will become surplus to requirements).

67.3 Redeployment exploration period

An eight-week redeployment exploration period will commence immediately upon written notification of redundancy being given to the employee by the Vice-Chancellor (or nominee) in accordance with Clause 67.2.

During this period the University shall:

- (a) examine measures that could be taken to avoid termination of employment;
- (b) arrange counselling for the employee as required;
- (c) monitor all vacancies within the University; and
- (d) offer the employee redeployment to a suitable vacant position where such a position exists. "Suitable vacant position" means a position for which the employee has the qualifications and skills to perform (or where skills could be updated within a period not normally greater than 6 months) and which will not involve a reduction in salary. An employee may elect, but shall not be required to accept, an offer of redeployment.

67.4 Election by the employee

Upon the expiration of fourteen days from the commencement of the redeployment exploration period, the employee must elect to either:

- (a) take early separation and include the balance of the redeployment exploration period in his or her redundancy payment; or
- (b) not take early separation, in which case the University will, through to the expiry of the redeployment exploration period, continue to explore the possibility of redeploying the employee to another position within the University.

67.5 Notice of termination

Where the employee is not redeployed following implementation of Clause 67.3, and where the employee has not elected to take early separation under Clause 67.4 (a), the employee shall be given notice of termination of employment by the Vice-Chancellor (or nominee). Notice shall be given following the end of the eight-week redeployment exploration period, with the period of notice through to the date of termination of employment being calculated with reference to the employee’s age and length of service as follows:

| AGE-BASED SCALE | |
|--------------------------|----------------------|
| AGE | NOTICE PERIOD |
| 45 years of age or over | 22 weeks |
| 40-44 years of age | 20 weeks |
| 39 years of age or under | 18 weeks |

The balance of the notice period is determined by adding three weeks’ notice for each completed year of continuous service. The maximum period of notice will be 70 weeks.

Notwithstanding any of the above, where notice of termination is given to an employee who has been employed for less than 12 months' the period of notice shall not exceed either 6 months or the length of time that the employee has been employed, whichever is the greater.

An employee may apply to work out all or part of the relevant period of notice. If there are suitable duties for the employee to undertake, which will result in sufficient work being available to occupy the time fraction on which the employee is employed, the University will use its best efforts to allow this to occur. This may be either work the employee has been engaged in previously or work designed to retrain the employee. If the University has no work for the employee to do, the employment shall cease at that time and the employee will receive payment in lieu of notice.

67.6 Redundancy payment on termination

Should the employee elect early separation in accordance with Clause 67.4 (a), the employee shall be provided with a redundancy payment on termination of employment equal to the notice period specified by Clause 67.5 and the unexpired portion of the eight-week redeployment exploration period specified in Clause 67.3. Pro rata long service leave shall also be paid on termination of employment.

Should the employee's employment be terminated by the University prior to the expiry of the notice period specified by Clause 67.5 because the University has no work for the employee to do, the employee shall be provided with a redundancy payment on termination of employment equal to the balance of that notice period.

All redundancy payments shall be calculated with reference to the employee's salary (including superannuable loadings) at the date of cessation of employment.

68. TERMINATION ON THE BASIS OF REDUNDANCY – ELC AND PROFESSIONAL

68.1 Application

Where an employee holds a continuing position which is (or will become) surplus to operational requirements, the University may terminate the employment of the employee on the basis of redundancy. Voluntary redundancies will be sought before any involuntary redundancies are implemented, except where prior agreement has occurred with the unions. Applications for voluntary redundancy will be sought from the affected Faculty/Institute/Division.

This clause shall not, however, apply in the circumstances described in Section 122 (3) of the Fair Work Act.

68.1.1 Voluntary redundancy

The process for voluntary redundancy will outline the timelines relevant for receipt, consideration and approval of applications, and involve the following:

- (a) an employee may make an application;
- (b) the application will be assessed in accordance with objective, fair and transparent criteria;

- (c) once an application has been approved, applicants will receive the same benefits as if their employment had been terminated on an involuntary basis.

68.1.2 Ad hoc separations

Nothing in the above sub-clause will restrict the University from making an individual ad hoc voluntary separation. An individual ad hoc separation will occur at the initiative of the employee and in the absence of coercion.

The University will inform the unions where such a single separation occurs and shall identify the relevant Faculty/Institute/Division.

If the employee consents, the University shall also provide details of the classification and/or level at the same time.

68.2 Definitions

For the purposes of this clause:

Comparable alternative position means a position of the same classification/salary level, with duties and responsibilities commensurate with the employee's skills, competence and training (or in which the employee could reasonably be expected to become proficient with no more than six months' training, the majority of which shall normally be taken on the job).

Such a position will not be regarded as a comparable alternative position, however, if it is based at a location that would require the employee to relocate their principal place of residence in order to take up the appointment, or where it would be unreasonable, having regard to the employee's personal circumstances, to expect the employee to travel the extra distance to undertake the work of the alternative position.

Notification of Redundancy means notification to an employee in accordance with Clause 68.3 that their position is or will become surplus to the operational requirements of the University.

Notification of Termination means notification of termination of the employee's employment on account of redundancy in accordance with Clause 68.5.

Redeployment means redeployment to a comparable alternative position in accordance with this section.

68.3 Notification of Redundancy

68.3.1 Where an employee's continuing or fixed-term position becomes or will become surplus to operational requirements, the University may provide the employee with written Notification of Redundancy.

68.3.2 Where as part of the Notification of Redundancy (or at any time after the expiry of two weeks from the date of such notification) the University identifies a comparable alternative position, the University shall be entitled to transfer the employee to the position upon giving no less than four weeks' notice to the employee.

68.3.3 Where no comparable alternative position is identified in the Notification of Redundancy, the University shall proceed to:

- (a) record the employee's name on a redeployment list maintained by Human Resources;
- (b) as part of the Notification of Redundancy, extend to the employee the opportunity to, at any time during the following two-week period, elect to have their employment terminated on account of redundancy and to be provided with a redundancy payment as provided by Clause 68.4;
- (c) undertake an assessment of the employee's skills, competence, training and aptitude; commence identifying practicable strategies with the objective of providing redeployment to a comparable alternative position where the employee is assessed by Human Resources to be a good fit for any such vacant position (in advance of the position being advertised or filled by a direct appointment); and
- (d) commence identifying practicable strategies for retraining as an adjunct to redeployment to a comparable alternative position.

68.4 First two weeks following Notification of Redundancy

Where no comparable alternative position is identified in the Notification of Redundancy, the employee may at any time during the following two-week period elect to have their employment terminated within or at the end of that two-week period and be provided with a voluntary redundancy payment on termination calculated in accordance with the terms of Clause 68.5.2 but with an additional amount equal to nine weeks' salary in lieu of notice of termination.

68.5 Notification of Termination after six weeks has elapsed

68.5.1 Where no comparable alternative position is identified by the University within six weeks of the Notification of Redundancy, the University shall provide to the employee a written Notification of Termination which gives nine weeks' notice of termination of employment (which, by agreement, can be substituted by a payment in lieu of notice of termination).

68.5.2 The Notification of Termination shall provide details of the redundancy payment payable to the employee on termination of his/her employment, which shall be equal to three weeks' salary for each year of continuous service with the University; subject to a minimum payment equal to seven weeks' salary and a maximum payment equal to 52 weeks' salary (exclusive of any payment in lieu of notice of termination). Payment will be calculated on the basis of the employee's average service fraction having regard to the employee's continuous full-time, part-time and casual employment with the University.

For the avoidance of doubt, the three weeks' salary for each year of continuous service will not apply to employees who have agreed to separations on the basis of redundancy prior to the operation of this Agreement.

68.6 Nine-week notice period following Notification of Redundancy

Notwithstanding Notification of Termination having been given in accordance with Clause 68.5, the University shall continue to seek to identify a comparable alternative position for the employee during the nine-week notice period specified in the notification. Similarly, where during that nine-week notice period a position is

identified for possible redeployment, the period of notice shall be extended as necessary to enable consideration to be given to the viability of such a redeployment.

68.7 Redeployment to a position at a lower level and/or which is based at a campus location more than 50 kilometres away

68.7.1 The University may identify an alternative position classified at one level lower and/or which is based at a campus location more than 50 kilometres from where the surplus position is based and may, as part of the Notification of Redundancy or subsequent to such notification, offer that position to the employee by way of redeployment.

68.7.2 An employee may accept the redeployment from a prospective date determined by the University. If the position is at a lower level, the employee will have their salary maintained at their then current incremental salary point for a period of 12 months, and thereafter at the maximum of the classified level of the alternative position.

68.7.3 If an employee who is redeployed to a lower level position is over 50 years of age and is within five years of his or her intended or anticipated date of retirement, the employee may choose to convert to a fixed-term contract for a period of not more than five years and pay UniSuper superannuation contributions based on the employee's incremental salary point applicable to the redundant position immediately prior to his or her redeployment to the lower level position, with the University paying its UniSuper contributions based on the same pegged incremental point for the duration of the fixed-term pre-retirement contract.

68.7.4 The University shall, for a period of 37 weeks following redeployment of an employee to a lower level position, continue to seek to identify a comparable alternative position for redeployment of the employee.

68.8 Consideration of viability of possible redeployment

The Head of any requested budget centre or other area of the University shall consider the viability of a proposed redeployment within two weeks of being asked to do so by the Executive Director, Human Resources (or nominee), and shall provide Human Resources with written reasons as to the viability of the proposed redeployment within that two-week period.

68.9 Where a redeployment is not proving effective

Where an employee is redeployed to a comparable alternative position, and within six months the employee and the University agree that the redeployment is not proving effective, the employee may then elect to have his or her employment terminated forthwith and receive a redundancy payment equal to the amount which would have been calculated at the notional time of providing notice under Clause 38.5 above. Neither a period of notice nor payment in lieu of notice shall apply.

68.10 Relocation alternatives

If the employee is unwilling to relocate from one campus location to another, where this would necessitate residential relocation, the employee shall be entitled to the notice provision and redundancy payment in accordance with Clause 64.5, thereby ceasing employment with the University, in the event that the employee is unable to be redeployed at his/her existing campus location.

PART I - DISCIPLINE AND DISPUTE

69. DISPUTE RESOLUTION

69.1 Application of this clause

It is agreed that the University, all employees and the NTEU, CPSU and HSU have an interest in the proper application of this Agreement. These procedures shall apply to any dispute raised by an employee, a union or the University regarding the application of this Agreement or the National Employment Standards in the Fair Work Act (other than a dispute about whether the University had reasonable business grounds under Section 65(5) or 76(4) of the Fair Work Act). Any employee involved in the dispute will be entitled to be represented by their union or by another representative (other than a practising barrister or solicitor) at any and all stages of this procedure.

69.2 Procedure to be followed in the event of a dispute

In the first instance the parties to the dispute shall discuss the dispute to attempt in good faith to reach agreement or otherwise resolve the dispute. A dispute in relation to a single employee will in the first instance be discussed under this Clause between the employee and/or their representative and the employee's supervisor, or where this is not appropriate, with Human Resources.

69.3 Where a dispute is not resolved under Clause 69.2 the matter will be referred to the Executive Director, Human Resources to assist in the process of resolution. Any resolution may be in the form of a written agreement, subject, if necessary, to ratification by the parties to the dispute.

69.4 Industrial action

Until the procedures described in Clauses 69.2 and 69.3 have been exhausted:

- (a) work shall continue in the normal manner;
- (b) management shall not change work, staffing or the organisation of work if that is the subject of a dispute, nor will any party to the dispute take any other action likely to exacerbate the dispute;
- (c) the subject matter of the dispute shall not be taken to the Fair Work Commission by any party to the dispute; and
- (d) every attempt shall be made to avoid disruption to the University's normal business operations and work processes.

69.5 Reference to the Fair Work Commission ("FWC")

Should the dispute not be resolved by the processes referred to in Clauses 69.2 and 69.3, or if any party to the dispute refuses to engage in the processes referred to in those clauses, the matter may be referred to the FWC by any party to the dispute.

69.6 The FWC may resolve the dispute by the processes of conciliation and/or arbitration. The parties to the dispute will implement any arbitrated decision of the FWC.

69.7 Alternative dispute resolution procedure

Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.

70. DISCIPLINARY PROCEDURES AND TERMINATION – ACADEMIC

70.1 General provisions

70.1.1 Clauses 66, 67, 70.4, and 70.5 of this Agreement outline procedures governing termination of employment and/or disciplinary action relating to misconduct/serious misconduct, unsatisfactory performance, ill-health termination, and redundancy.

All decisions by the University to discipline or terminate the employment of an employee must be in accordance with Clauses 15.9, 66, 67, 70.4 and 70.5 of this Agreement, except that Clauses 70.4 and 70.5 do not apply to probationary employees. The University may discipline or terminate a probationary employee on the grounds of misconduct or unsatisfactory performance only in accordance with probationary procedures.

70.1.2 The procedures outlined in Clauses 70.4 and 70.5 enable consideration by the Disciplinary/Review Committee (“DRC”) under Clause 70.2 prior to a final decision being made by the Vice-Chancellor to terminate employment or impose another disciplinary sanction, including:

- (a) formal censure or counselling;
- (b) demotion by one or more classification levels or increments;
- (c) withholding of an increment;
- (d) suspension with or without pay; and
- (e) termination of employment (which is not available in the case of misconduct that falls short of serious misconduct).

70.1.3 Subject to the operation of any law empowering external review of the Vice-Chancellor’s decision to terminate employment or impose another disciplinary sanction, the decision of the Vice-Chancellor shall be final.

70.1.4 The University must not, however, terminate the employment of an employee unless the employee has been given notice and/or compensation as required by the Fair Work Act (or such greater notice and/or compensation as may be specified in the employee's contract of employment or this Agreement).

70.1.5 Disciplinary action should be used as a last resort. An employee's supervisor must make every effort to resolve instances of possible unsatisfactory performance (or misconduct that would not constitute serious misconduct) through guidance, counselling and appropriate academic performance and career development, or appropriate work allocation before a possible report to the Vice-Chancellor (or nominee). At the request of the employee a supervisor must consult with colleagues in

the academic unit before a formal report is made to the Vice-Chancellor (or nominee) under Clause 70.5.2.

70.1.6 Disciplinary action may only be taken by the Vice-Chancellor (or nominee) and only in accordance with Clauses 70.4 or 70.5 of this Agreement.

70.1.7 In cases involving misconduct that does not constitute serious misconduct, disciplinary action shall not extend to termination of employment.

70.2 Disciplinary/Review Committee (“DRC”)

70.2.1 Where a matter is referred to a DRC in accordance with Clause 70.4.6 or Clause 70.5.7 the committee shall consist of three members as follows:

- (a) a nominee of the Vice-Chancellor;
- (b) a nominee of the NTEU Tasmanian Division;
- (c) an independent chairperson agreed between the Vice-Chancellor and the President of the NTEU Tasmanian Division.

70.2.2 The Disciplinary/Review Committee shall:

- (a) provide an opportunity for the employee to be interviewed by it and ensure that he/she has adequate opportunity to respond to findings of unsatisfactory performance or allegations of misconduct or serious misconduct. The DRC may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
- (b) interview any person it thinks fit to establish the merits or facts of the particular case;
- (c) conduct all interviews in the presence of the employee or the employee's representative advocate and the Vice-Chancellor (or nominee) and the University's representative;
- (d) allow the employee and the University each to be assisted or represented by an agent of his or her choice who is an employee of the University (but not if such a person is a currently practising solicitor or barrister), or by an officer or employee of the NTEU or the Australian Higher Education Industrial Association;
- (e) conduct proceedings as expeditiously as possible consistent with the need for fairness;
- (f) conduct proceedings in camera (unless otherwise agreed by the NTEU and the Vice-Chancellor (or nominee)) and as a committee of inquiry;
- (g) take into account such further material as it believes appropriate to the case;
- (h) ensure that the employee or his/her representative and the University through its representative have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence;
- (i) make its report available to the Vice-Chancellor (or nominee) and the employee as soon as reasonably possible;
- (j) keep an audio recording of the proceedings (but not its own deliberations), which shall be available on request to either party.

70.2.3 Following the completion of its proceedings, the DRC shall provide a written report to the Vice-Chancellor, who shall consider the report and make a decision in relation to the matter at hand in accordance with these procedures.

70.3 Research Misconduct Disciplinary Committee (“RMDC”)

Where the Vice-Chancellor determines that an allegation(s) includes an allegation of research misconduct as defined in Clause 70.3.(g)(i), the following variations to Clause 70.2 shall apply:

- (a) The Committee shall be known as the Research Misconduct Disciplinary Committee, and the Chair and initial two members of the Committee will be appointed in accordance with the provisions of Clause 70.2.1 and its procedures shall be the same as those set out in Clause 70.4.
- (b) The Chair of the RMDC shall not be an employee of the University, but shall be experienced in the conduct of tribunals of fact.
- (c) Prior to determining the composition of the RMDC, the Vice-Chancellor shall confer with the President of the NTEU Tasmanian Division to ensure that the Committee includes:
 - (i) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants; and
 - (ii) at least one member with expertise in investigating research misconduct issues, either through his or her academic study or through the administration of research.
- (d) In order to achieve the requirements of (c) above the Vice-Chancellor and the President of the NTEU Tasmanian Division may agree on an additional member or members (up to 2), who will be added to the membership of the Committee (so there may be a maximum of 5 members).
- (e) Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU Tasmanian Division agree that the allegations of research misconduct appear to involve action in concert between employees of more than one employer, and each such employer is, in respect of the relevant employees, covered by an enterprise agreement to which the NTEU is a party, the relevant CEOs of the employers shall instigate an independent external research misconduct Inquiry. The procedures for the Inquiry shall be agreed with the NTEU in writing and, where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.
- (f) For the purposes of this clause:
 - (i) Research misconduct means:
 - fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
 - failure to declare or manage a serious conflict of interest;
 - avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;

- the wilful concealment or facilitation of research misconduct by others.
- (ii) A complaint or allegation relates to research misconduct if it involves both intent and deliberation, recklessness or gross and persistent negligence; and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.

70.4. Disciplinary action for misconduct/serious misconduct

70.4.1 Before the Vice-Chancellor takes disciplinary action against an employee for reasons amounting to misconduct or serious misconduct, the Vice-Chancellor must take the steps provided by this clause, except that, where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 70.5 of this Agreement, the actions prescribed by this Clause are not required. In such a case, the provisions of Clause 70.5, including notice periods and review procedures, must be followed.

70.4.2 Any allegation of misconduct/serious misconduct shall be considered by the Vice-Chancellor. If the Vice-Chancellor believes such allegations warrant further investigation, he/she shall:

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

70.4.3 At the time of notifying the employee in accordance with Clause 70.4.2 the Vice-Chancellor may suspend the employee on full pay, or may suspend the employee without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind envisaged under Section 123(1)(b) of the Fair Work Act such that it would be unreasonable to require the University to continue employment during a period of notice. Provided that:

- (a) where suspension without pay occurs at a time when the employee is on paid leave of absence the employee shall continue to receive a salary for the period of leave of absence;
- (b) the employee may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
- (c) the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship; and
- (d) where a suspension without pay has been imposed and the matter is subsequently referred to the DRC, the Vice-Chancellor shall ensure that the DRC at its first meeting determines whether suspension without pay should continue and the Committee shall have the power to revoke such a suspension from its date of effect.

70.4.4 If the allegations are denied by the employee and the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, he/she

shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

- 70.4.5** If the allegations are admitted in full by the employee and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct he/she shall advise the employee in writing of that decision and the operative date of the disciplinary sanction.
- 70.4.6** If the allegation is denied in part or in full or if the employee has not responded to the allegations, the Vice-Chancellor shall refer the matter to the DRC, unless he/she decides to take no further action or counsel or censure the employee for unsatisfactory conduct and take no other action. Where the matter is referred to the DRC, the Vice-Chancellor shall convene the DRC within 10 working days where practicable. The DRC shall be constituted in accordance with Clause 70.2 of this Agreement and shall conduct its proceedings in accordance with the provisions of that clause.
- 70.4.7** The DRC shall investigate the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident, and shall provide a report to the Vice-Chancellor and the employee as soon as is practicable following the conclusion of committee proceedings.
- 70.4.8** On receipt of the report of the DRC, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor may impose a disciplinary sanction.
- 70.4.9** If, having considered the DRC findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- 70.4.10** Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income shall be reimbursed if no misconduct or serious misconduct is found to exist. However, a decision taken by the Vice-Chancellor in his or her discretion not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 70.4.11** During any period of suspension the employee may be excluded from the University, provided that he or she shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.
- 70.4.12** This Clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, e.g. inquiring into the truth of research results.

70.5 Disciplinary action for unsatisfactory performance

- 70.5.1** Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor shall first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected. In normal circumstances, most issues

concerning an employee's performance should be discussed as part of the University's performance and career development process and be resolved through a counselling process involving co-operation, constructive criticism, setting of appropriate performance standards and monitoring over a reasonable time period. A record of the counselling given shall be kept and a copy supplied to the employee concerned. If the supervisor believes it appropriate, he/she shall direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.

- 70.5.2** Where the employee's supervisor and Head of School, Dean or Director believe that counselling has not produced the desired improvements in performance, the Head of School shall make a formal report to the Vice-Chancellor that the performance of the employee is unsatisfactory. Such a report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem.
- 70.5.3** The Head of School shall provide the employee with a copy of the report at the time it is submitted. The employee shall be entitled to 10 working days to submit to the Vice-Chancellor a written response to the Head of School's report.
- 70.5.4** Upon receipt of the Head of School's report and any written response from the employee, the Vice-Chancellor shall first satisfy himself/herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention, that an adequate opportunity to respond was given, that any response was taken into account, that a reasonable opportunity has been afforded to remedy the performance problem and that there has been appropriate consultation with the employee's colleagues by the supervisor.
- 70.5.5** The Vice-Chancellor may then decide to:
- (a) take no further action;
 - (b) refer the matter back to the supervisor to ensure that the steps referred to in Clause 70.5.4 are complied with in substance and in a manner appropriate to the circumstances; or
 - (c) impose a disciplinary sanction.
- 70.5.6** The Vice-Chancellor shall advise the employee in writing of any decision made in accordance with Clause 70.5.5 and such a decision shall take effect no earlier than 5 working days from the date of the written advice.
- 70.5.7** If within 5 working days of the written advice referred to in Clause 70.5.6 the Vice-Chancellor receives a written request for a review of the decision from the employee, the Vice-Chancellor shall refer the matter to the DRC no later than 10 working days from the date of receipt of such review application. The DRC shall be constituted in accordance with Clause 70.2 of this Agreement and shall conduct its proceedings in accordance with those provisions.
- 70.5.8** The review by the DRC for the purposes of Clause 70.5.7 shall be confined to whether the process set out in Clause 70.5.1 to Clause 70.5.7 inclusive has been followed, and the Committee shall provide a report to the Vice-

Chancellor and the employee as soon as is practicable following the conclusion of committee proceedings.

- 70.5.9** If the DRC concludes that the process in Clause 70.5.1 to Clause 70.5.7 inclusive was not properly followed, the Vice-Chancellor shall reconsider his/her decision but may first take such steps to remedy the perceived unfairness as may seem to him/her reasonable.
- 70.5.10** If the Vice-Chancellor is of the view that there has been no unsatisfactory performance he/she shall forthwith advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- 70.5.11** All actions of the Vice-Chancellor under this clause shall be final (except for review by the Committee in accordance with this clause). The final determination of the Vice-Chancellor is similarly final. Nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal (other than the Visitor) which, but for this clause, would be competent to deal with the matter.
- 70.5.12** Nothing in this Clause prevents the Vice-Chancellor on his or her own motion referring a question of possible unsatisfactory performance to a Head of School or supervisor for appropriate action.

71. DISCIPLINARY PROCEDURES – ELC AND PROFESSIONAL

71.1 Governing principles

71.1.1 The procedures outlined in this clause enable matters of concern to be addressed with an employee in person at which time the employee will have the opportunity to raise any relevant issues. Moreover, these procedures are designed to ensure that natural justice is afforded to all persons involved and, in particular, that:

- (a) required standards of behaviour and performance are clear to all persons involved by documentation or in person;
- (b) allegations of misconduct are fully and fairly investigated; and
- (c) employees are provided with reasonable opportunities to improve substandard performance.

71.1.2 Whilst the University shall seek to ensure that the procedures are strictly complied with, disciplinary action taken in accordance with the abovementioned procedures shall not be invalidated solely on the basis of a minor procedural deficiency in the implementation of those provisions. Natural justice must, however, be afforded in all cases.

71.2. Informal action: counselling

71.2.1 In normal circumstances, most issues concerning the employee's behaviour or performance should be able to be discussed as early as practicable as part of the University's ongoing process of performance and career development. This should enable such matters to be resolved through a process involving co-operation, constructive criticism, setting of appropriate

performance/behaviour standards and monitoring over a reasonable time period.

- 71.2.2** Where the employee's supervisor remains dissatisfied after the above measures have been taken, the supervisor shall proceed to advise the employee that he or she is being counselled under these procedures and shall provide the employee with an opportunity to respond to the matters of concern and to discuss that response at a meeting with the supervisor and/or Head of Budget Centre (as appropriate).
- 71.2.3** The employee shall be informed in writing, signed by the Head of Budget Centre, of the outcome of the counselling detailed in Clause 71.2.2. The outcome may involve a further monitoring of performance/behaviour, the initiation of formal action, or a warning that further departure from required standards of performance/behaviour may lead to formal action being taken.
- 71.2.4** All action taken under Clause 71.2.2 and 71.2.3 should be recorded by the Head of Budget Centre, including details of all relevant events and dates. This record shall be kept by the Head of Budget Centre and a copy made available to the employee.
- 71.2.5** For the purposes of the meeting held under Clause 71.2.2, the employee may choose to be accompanied or assisted by a representative of their choice (other than a person who is currently a practising barrister or solicitor). Similarly, line management may be accompanied by a representative of Human Resources.

71.3 Formal action

- 71.3.1** Where a matter has not been resolved during the initial stage outlined in Clause 71.2 (or where the matter is considered so serious that formal action is required from the outset), the supervisor and/or Head of Budget Centre shall discuss the matter with the Executive Director, Human Resources (or nominee). In appropriate circumstances the Head of Budget Centre shall then issue the employee with a signed written notice which shall include a statement of the required performance/behaviour standards and where these standards are not being met. The notice shall also set a proposed date and time for a meeting to discuss the matters set out in the notice. A copy of Clause 71 shall be attached to the notice.
- 71.3.2** The employee may be accompanied or assisted at the meeting by a representative of their choice (other than a practising barrister or solicitor) if he/she so chooses. The Head of Budget Centre (and/or supervisor, where appropriate) will normally conduct the meeting, in consultation with a member of Human Resources.
- 71.3.3** At the meeting the reasons for the dissatisfaction set out in the notice shall be outlined and the employee shall be given an opportunity to raise any relevant issues. Where appropriate, a reasonable time-frame for meeting the required standards will be set at the meeting and the employee advised that a failure to meet those standards within the time-frame may lead to dismissal or other disciplinary action being taken. Where it is inappropriate to set a time-frame for improvement of performance/behaviour, the employee shall, following this meeting, be provided with signed written advice of the outcome, which shall be that:

- (a) the allegations of dissatisfaction be withdrawn and the personal file marked accordingly;
- (b) the matter be taken no further, with the allegations having been made remaining a part of the employment record;
- (c) a recommendation be issued to the Executive Director, Human Resources that the employee be dismissed or that other disciplinary action be taken; or
- (d) a warning be issued that further departure from required standards of performance/behaviour will lead to a recommendation as in (c) above.

71.3.4 A follow-up meeting(s) shall be held at the end of any period set for improvement, and shall (where possible) involve the same people as at the first formal meeting. Following this meeting the employee shall be provided with signed written advice of the outcome, which shall be that:

- (a) the matter be taken no further and the employee's personal file marked that the matter has been resolved, with reasons provided on the file;
- (b) a further period of monitoring take place;
- (c) a recommendation be issued to the Executive Director, Human Resources that the employee be dismissed or that other disciplinary action be taken; or
- (d) a warning be issued that further departure from required standards of performance/behaviour will lead to a recommendation as in (c) above.

71.3.5 The Executive Director, Human Resources, upon receiving a recommendation that disciplinary action be taken (accompanied by supporting documentation), and upon being satisfied that due process has been followed, may decide to dismiss the employee or take alternative disciplinary action. Such alternative action may include a reprimand, the withholding of increments for a period of up to three years, demotion within the employee's incremental range, a period of suspension without pay and/or a warning that further misconduct or substandard performance may lead to dismissal with or without notice. The Executive Director, Human Resources shall not be restricted by the recommendation received when deciding upon appropriate disciplinary action.

71.3.6 In making a decision, it may be appropriate for the Executive Director, Human Resources to have regard to the full employment history of the employee at the University, and in particular to such matters as might stand to the credit or the debit of the employee.

71.4 Suspension pending investigation

Nothing in this clause shall prevent the Executive Director, Human Resources from suspending an employee with pay or requiring the employee to take any available annual leave or long service leave for a period of up to 4 weeks pending completion of an investigation into possible serious misconduct by the employee. An employee will only be given a direction to take leave, however, where the serious misconduct, if established, would warrant termination without notice in accordance with the Fair Work Act.

Where the outcome of the investigation is that termination is not warranted, the employee shall be re-credited with any annual leave or long service leave that they were directed to take.

PART J - ACADEMIC STAFF CONDITIONS

72. QUALITY TEACHING AND EVALUATE RESULTS

- 72.1** Evaluation of teaching is important for quality improvement, quality assurance, quality enhancement and teaching performance expectations purposes and can be focussed at the levels of course, unit and/or teacher/tutor. Feedback can be sought at any time and evaluation may be done during the course for diagnostic and development purposes (formative) or at the end for more judgemental purposes (summative).
- 72.2** eVALUate is an online evaluation tool (previously Student Evaluation of Teaching and Learning Survey-SETL) for assisting an employee to evaluate his/her unit and their teaching, and is generally administered at or near the end of a semester. It is also appropriate to gather feedback and evidence from students throughout the semester such as focus groups and informal feedback. Other sources of information are encouraged to gain a more complete picture of the unit's effectiveness and teaching, including feedback from teaching colleagues, stakeholder feedback and assessment records.
- 72.3** eVALUate questionnaires provide useful summative information that may be used to improve a unit or an individual's teaching, but the results must be interpreted within the context of the organisational unit concerned, including resourcing for teaching, infrastructure support and any other matters beyond the control of the employee.
- 72.4** If an eVALUate unit evaluation has < 60% overall % disagreement or <50% overall satisfaction; and greater than or equal to 40% response rate, the Student Evaluation, Review and Reporting Unit (SERRU), through the Registrar, shall provide the Head of School, Dean or Director with a summary of the eVALUate units, including response rates, percentage agreement/disagreement and key themes in the qualitative data. Taking into consideration Clause 72.3 above, the Head of School will meet with the employee(s) concerned to discuss the results. The primary focus of such a meeting shall be to identify ways in which the delivery of teaching can be improved including, as appropriate, the identification of any staff development activities which may assist the employee(s) in this regard. This process also includes the unit coordinator/s concerned undertaking an online unit evaluation available on the SERRU webpage which is monitored over the following year for improvement. The Head of School will send the Registrar an outline of the actions undertaken with the employee(s) as a result of the meeting.
- 72.5** Where issues regarding an employee's teaching performance have been identified in a discussion held under Clause 72.4, and after allowing appropriate time for improvement, the Head of School shall meet again with the employee to review their teaching in the context of performance management. If the employee's teaching performance has not improved to an acceptable standard, the Head of School may decide to initiate proceedings under the unsatisfactory performance provisions in Clause 70.5 of this Agreement.

73. TEACHING TERM ALLOCATIONS

- 73.1** This clause shall not apply to casual staff or staff not employed to teach standard semesters.
- 73.2** Other than employees who are designated as teaching-intensive, an employee shall not be directed to teach in more than 2 teaching terms in a calendar year.
- 73.3** Employees designated as teaching-intensive may be directed to teach in no more than 3 teaching terms in a calendar year and in no more than 5 teaching terms over two consecutive calendar years.
- 73.4** Notwithstanding Clauses 73.2 and 73.3, an employee may agree to teach in other teaching terms, and will be provided with a reduction in other workload in compensation, except where such teaching is not able to be accommodated within annual working hours limits. Where this cannot be accommodated the employee shall be paid the appropriate casual rate in accordance with Clause 25 for such teaching in addition to their normal salary entitlements.

74. ACADEMIC STAFF WORKLOADS

- 74.1** The University will ensure that:
- (a) academic staff are allocated a fair and equitable workload in a transparent manner, ensuring reasonable time allocations for each categorised academic activity in line with the Academic Workload Guidelines (AWG);
 - (b) allocations of time will be consistent with the workload allocation category; and
 - (c) an academic staff member who has a concern with their workload allocation, and who cannot resolve it at the local level has access to an objective and transparent review process as per Clause 74.7.
- 74.2** A Research Only academic will be allocated a workload comprising 80% research and scholarship and 20% administration and community engagement. Nothing in this clause prevents a Research Only academic undertaking a teaching and related activity and the workload allocation categories may be amended accordingly.
- 74.3** Other than for a Research Only academic, a notional starting point for individual negotiations relating to workload allocation shall be:

| Workload Allocation Category | Research & Scholarship | Teaching & Related Activity | Administration & Community Engagement |
|-------------------------------------|-----------------------------------|--|--|
| Research Intensive | 60% | 20% | 20% |
| Balanced Research/Teaching | 40% | 40% | 20% |
| Teaching Intensive | 20% | 60% | 20% |
| Teaching Scholar* | 40% | 40% | 20% |

*A teaching scholar is a balanced teaching and research position where the research component emphasises pedagogical theory, methods and scholarship, including the development of innovative teaching and assessment practices and delivery methodologies.

74.4 Annual allocations for workload (or negotiations about changes to annual workloads) will normally occur as part of the performance and career development conversations, with performance expectations set having regard to the proportionate time allocations.

A Faculty, School, Institute or other academic unit will have a workload model (which may include a calculator) to allocate academic work. The relevant academic workload model will be available to an individual to understand their allocated workload.

The total annual allocated work hours shall not exceed 1702-1717 hours per year for a full-time employee, pro-rata for part-time. The actual annual hours may vary in practice according to the number of declared public holidays in a given area.

Negotiations can provide for different percentages in successive years, but over a three year period they should be commensurate with the academic staff member's workload allocation category. A period of study leave is excluded when determining the workload allocation category over any three-year period.

74.5 Career transition

Once in each six-year period, unless otherwise agreed by the Dean (or nominee), an academic staff member can change from their current workload allocation category to nominate for a career transition program, and submit a plan for research, scholarship and/or teaching intended to be undertaken over the next three years. An academic staff member whose submission is successful would be assigned to a different workload allocation category for an agreed period of time with altered percentages of research, scholarship and teaching.

74.6 Early career researchers

An academic staff member who:

- (a) is in the first five years of any non-casual academic employment;
- (b) is in the first five years after the completion of a PhD;
- (c) is in the first three years of returning to work from parental leave of 6 months or more;

shall only be designated as teaching-intensive by their request.

An academic staff member may not qualify for early career research status under categories (a) and (b) above for more than five years in total.

74.7 Workload Review Process

An academic staff member who is dissatisfied with any aspect of their workload shall have recourse to a review process. The review process is designed to seek early resolution, without the need for escalation to a formal dispute process.

The academic staff member and the supervisor, Head of School / Dean (or nominee) has the right to be represented by a person of their choice (other than a practising barrister or solicitor) and to seek the assistance of an employee from Human Resources.

- (a) Initially an academic staff member would raise his/her concern with their direct supervisor;
- (b) Where the academic staff member remains dissatisfied, he/she may raise their concern with the Head of School (or nominee), or with the relevant Dean / Director and request a review of their workload.

(c) If following sub-clause (a) and (b) the concern remains unresolved, an academic staff member may use the dispute resolution procedure set out in Clause 69 of this Agreement, commencing with referral to the Executive Director, Human Resources.

74.8 An Academic Workload Consultative Committee (AWCC), comprising two academic nominees from each of University management and the NTEU, and to be chaired by one of the University management nominees, will meet upon request from either party, and at least twice per year.

The AWCC shall discuss any workload issues raised in the preceding 6 months and review relevant information to determine the need for any revisions to a workload model (which may include a calculator) as used in a Faculty, School, Institute or other academic unit, particularly in relation to adaptations for local teaching modes, and innovative delivery.

The AWG shall be reviewed from time to time, or as required, to ensure that they are meeting the needs of the University and academic staff, with any amendments being published on the University website.

The Parties agree that the AWG form part of this Agreement and in the event of any contradiction between this clause and the AWG, this clause shall prevail.

PART K - PROFESSIONAL STAFF CONDITIONS

75. PURCHASE OF EXTRA LEAVE

- 75.1** A professional staff member may apply for five or more days extra paid leave at their current service fraction which shall accrue during a 12-month period starting 1 September in any year commencing during the life of this Agreement. Such application shall be considered by the employee's Head of Budget Centre having regard to operational needs. Upon the application being granted, the employee's salary shall be reduced by a percentage amount equal to the pay applicable to the number of days approved, spread equally over the 12-month period.
- 75.2** The approved arrangement shall be put in place in writing, signed by the employee and Head of Budget Centre, and co-signed by the Executive Director, Human Resources (or nominee). Any restrictions or requirements on the taking of leave during the 12-month period shall be specified in the signed document.
- 75.3** Superannuation contributions during the 12-month period will be based on the employee's reduced salary rate unless the employee chooses to top-up both the employee and University superannuation contributions to their normal levels

76. HOURS OF WORK

76.1 Ordinary hours of work

- 76.1.1** The ordinary full-time hours of work for an employee shall be 73.5 hours per fortnight, to be worked within the spread of ordinary hours set out in Clause 76.1.2.
- 76.1.2** The spread of ordinary hours shall be as follows:
- (a) Full-time and Part-time Employees (other than shift workers)
The spread of ordinary hours shall normally be 7:00am to 7:30pm, Monday to Friday inclusive.
 - (b) Cleaners and Ground Keepers
The spread of ordinary hours shall be 6:00am to 7:00pm.
 - (c) Students Engaged for Catering Purposes
The spread of ordinary hours shall be 6:00am to 9:00pm.
- 76.1.3** Where for operational reasons a Head of Budget Centre wishes to alter an established daily start or finish time of an employee (within the spread of ordinary hours specified in Clause 76.1.2), he or she shall first consult with the employee(s) concerned before making a decision. Reasonable notice shall then be given prior to any alteration of hours of work. The personal and family circumstances of the employee(s) concerned may also need to be taken into account both as to the proposed alteration itself and as to the timing of such alteration.
- 76.1.4** Notwithstanding the provisions of this clause, it shall be open to an existing employee (or group of employees) to reach agreement with their Head of Budget Centre to operate under an alternate spread of standard hours to

that which is provided above, or to vary the length of the standard working day by averaging the number of standard working hours over any number of complete weeks. Workplace health and safety issues may need to be considered before an agreement is reached.

76.2 Excess hours

An employee's Head of Budget Centre shall provide the employee with time off in lieu of excess hours worked, on a time for time basis, at a mutually convenient time consistent with the operational requirements of the budget centre. This arrangement should normally operate on an informal give-and-take basis. "Excess hours" means any time worked (other than overtime) with the authorisation of the Head of Budget Centre beyond the employee's normal working day, or on a Saturday or Sunday.

77. OVERTIME

77.1 Definition of overtime

Overtime is any period of time worked:

- (a) in excess of 7 hours and 21 minutes on any day; or
- (b) outside the spread of ordinary hours (including any time worked on a Saturday or Sunday); or
- (c) on public holidays (other than as a normal shift),

where an employee has been directed to work such overtime, or where such overtime is worked by an employee on the basis of a genuine expectation that they were required to work such overtime (e.g. in order to complete a task by a certain deadline that was not reasonably possible to complete within ordinary working hours). Approval must be sought and granted prior to the performance of any work that would result in an overtime payment or time-off in lieu.

77.2 Extra time without overtime penalties

Notwithstanding Clause 77.1, where an employee is directed to work in excess of 7 hours and 21 minutes on any day, Monday to Friday, the first two hours of such excess shall constitute excess hours for the purposes of Clause 76.2, as opposed to overtime, if at least 24 hours' notice is given of the need to perform such work to meet special operational needs of the budget centre. If 24 hours' notice is not given, such time shall constitute overtime. A direction to work extra time without the attraction of overtime penalties cannot be a rostered situation, and an employee should not normally be so directed more than once in any fortnight.

77.3 Reasonable overtime

77.3.1 An employee may be required to work a reasonable amount of overtime. Wherever practicable the employee will be given at least 24 hours' notice of the requirement to work overtime.

77.3.2 An employee may decline to work overtime in circumstances where it would result in the employee working hours which would be unreasonable having regard to the employee's personal circumstances or length of notice given.

77.4 Reimbursement of expenses

Where an employee is required to work overtime he or she shall be reimbursed for any reasonable additional expenses incurred, upon presentation of receipts, for:

- (a) travel from the place of work to the place of residence; and

(b) commercial child/dependent care costs necessarily incurred

provided that the employee must notify the Head of Budget Centre before commencing to work the overtime that additional expenses will be incurred.

77.5 Overtime rates

Overtime rates shall apply in relation to employees receiving salaries below HEO Level 7, for each discrete period of overtime worked, as follows:

| | |
|------------------------------|--|
| Monday to Friday | 150 per cent of normal salary for the first 3 consecutive hours of overtime, and 200 per cent of normal salary thereafter. |
| Saturdays and Sundays | 200 per cent of normal salary. |
| Public holidays | 250 per cent of normal salary. |

77.6 Payment/time-off in lieu of overtime

77.6.1 For the purposes of this clause, “time-off in lieu” is accrued at the same rate as for overtime payment.

77.6.2 Subject to Clause 77.7 and 77.8, an employee who is required to work overtime may elect to receive:

- (a) payment in full with the agreement of his or her Head of Budget Centre; or
- (b) a combination of payment of the overtime worked, and time-off in lieu; or
- (c) time-off in lieu for the whole of the overtime worked; or
- (d) an annualised (or other agreed period) allowance .

77.6.3 Time-off in lieu of overtime worked shall be taken at a time mutually agreed between the employee and the Head of Budget Centre. Agreement shall not be unreasonably withheld. Where time-off in lieu cannot be taken within a reasonable period of the overtime being worked, the employee shall be paid for the overtime worked.

77.7 Payment/time-off in lieu – HEO 7 and above

Employees receiving HEO Level 7 or higher salaries shall have the option of receiving payment or time-off in lieu of extra time worked, on a time for time basis in both cases.

77.8 Accumulation limit

An employee may only accumulate up to 20 days’ time-off in lieu of overtime.

Any accumulation of up to 20 days remaining at the date of termination of employment shall be paid at ordinary rates.

77.9 Eight-hour break

77.9.1 Overtime work shall, whenever practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days, without loss of pay for ordinary time occurring during such break.

77.9.2 However, where an employee is directed to resume work without having had an 8-hour break, the employee shall be paid at 200 per cent of normal salary until the commencement of an 8-hour break.

77.10 Call-back

77.10.1 An employee recalled, with less than 24 hours' prior notice, to work overtime after leaving the University (whether notified before or after leaving the University) shall be paid for a minimum of four hours' work at the appropriate penalty rate for the initial such recall. However, if while the employee is still at work pursuant to such recall, another job arises which would otherwise be the subject of a further call-out, the employee shall be required to continue on to complete the second (and any subsequent) jobs being paid overtime for any work in excess of the initial 4-hour recall. If the employee leaves the University after the initial call-back and is subsequently recalled, the employee shall be entitled to overtime payment at the appropriate penalty rate for the duration of each subsequent recall where it exceeds the initial 4-hour recall period, together with payment of a kilometre allowance (or public transport if necessary) for travel in relation to each subsequent recall.

77.10.2 An employee who is recalled to work shall be entitled to an eight-hour break before resuming duties, without loss of pay for ordinary time occurring during such break. If the employee is directed to resume without having had an eight-hour break, he or she shall be paid at time and one-half until the commencement of an eight-hour break.

77.10.3 The provisions of Clause 77.1 to 77.9 shall apply in lieu of this clause in circumstances where either:

- (a) the period of recall is essentially continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time; or
- (b) it is customary for an employee to return to the University to perform a specific job(s) outside of ordinary working hours.

78. SHIFT WORK

78.1 Employees regularly rostered to work outside the spread of ordinary hours referred to in Clause 76.1.2 and/or to work weekends and public holidays shall be shift workers for the time so rostered and be paid a shift allowance as follows:

- (a) Monday to Friday shift work – 15 per cent more than normal salary rate for such shift work, provided that where the major portion of the shift falls on a public holiday, the shift work rate shall be 100 per cent more than normal salary rate;
- (b) Saturday shift work – 50 per cent more than normal salary rate for the whole of the shift where the major portion of the shift falls on a Saturday;
- (c) Sunday shift work – 100 per cent more than normal salary rate for the whole of the shift where the major portion of the shift falls on a Sunday;
- (d) Public holiday shift work – 150 per cent more than normal salary rate for the whole of the shift where the major portion of the shift falls on a public holiday.

78.2 Rosters may only be varied to suit the convenience of the University if:

- (a) reasonable notice has been given to the employees who will be affected; or
- (b) agreement is reached with those employees

provided that, in an emergency situation, such as to cover the unplanned absence of a shift worker, rosters may be changed without notice. Unless an employee can show reasonable cause, such roster changes shall have immediate effect. An employee whose roster is changed in such circumstances shall be paid overtime for any shifts which, averaged over the full roster cycle, exceed 36.75 ordinary hours per week. If a roster change produces a shortfall in working hours over the full roster cycle, make up shift(s) shall be rostered to provide an average of 36.75 ordinary hours per week.

79. MEAL AND REST BREAKS

79.1 An employee shall be allowed a meal break of between 30 and 60 minutes' duration, which should normally commence no later than 5 hours after commencement of duties. For employees other than shift workers, the meal break should normally be taken between the hours of 12:00 noon and 2:00pm.

79.2 Two rest breaks, which shall count as time worked, shall be allowed in each day as follows:

- (a) 10 minutes, between the time of commencing work and the usual meal break;
- (b) a further 10 minutes, between the usual meal break and the normal time of ceasing work for the day

or at such alternative times as may be agreed by the employee and their supervisor.

Such breaks are to be taken within the general work area of the employee unless otherwise agreed by the Head of Budget Centre. Where employees are able to take their rest break at their work place, they shall do so without general interruption to work.

80. WORKLOAD

80.1 Workloads and management of workloads is an important issue. In allocating workloads, a supervisor should seek to ensure that:

- (a) workload allocation supports the pursuit of strategic priorities;
- (b) there is an equitable distribution of workloads across staff in an area;
- (c) workload allocation takes into account workplace health and safety considerations;
- (d) workloads are reviewed as part of Performance and Career Development discussions;
- (e) total workload will reflect the fraction of appointment;
- (f) the importance of a balance between working life and family/social responsibilities is taken into account; and
- (g) staff members are encouraged to raise workload issues with their supervisor.

- 80.2** In terms of identifying, minimising and dealing with instances of excessive workloads:
- (a) Heads of Budget Centre and other supervisors need to allocate tasks to employees with a view to ensuring that their workload does not exceed what can reasonably be expected of them in their full-time, part-time or casual employment.
 - (b) Workload issues should be raised with the supervisor or Head of Budget Centre in the first instance. If not resolved at this level, issues may be escalated to the Head of Division, Faculty or Institute. The aim is for early resolution of such issues without the need for the employee to use the formal dispute resolution procedures.
 - (c) Heads of Budget Centre and other supervisors need to monitor the hours worked by the employees they supervise, and implement changes (eg. technology, responsibility, extra resources) where employees regularly work excessive hours.
 - (d) Where a resignation, retirement or other permanent departure from a continuing or fixed-term appointment occurs, a required replacement appointment will normally be made and put in place within three months of the departure. If it appears likely that a replacement appointment will not be made within this timeframe, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to (a) and (b) above.
 - (e) Where a position is temporarily vacated (eg. where an employee takes extended leave or undertakes a temporary transfer or secondment elsewhere), a replacement appointment will normally be made and put in place close to the time of the position being vacated. Where it is not intended to make a replacement appointment, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to (a) and (c) above.
- 80.3** A staff member from Human Resources may be made available to assist discussions between an employee and their supervisor and/or Head of Budget Centre in relation to any claims of excessive workload. This assistance will be provided with the aim of early resolution of such issues without the need for the employee to utilise the formal dispute resolution procedure outlined in Clause 69 of this Agreement.
- 80.4** Staff members may also seek advice and assistance from their union or from other representatives.
- 80.5** Nothing contained in this clause will prevent an employee accessing Clause 69, Dispute Resolution, of this Agreement.

PART L - ELC STAFF CONDITIONS

81. TEACHING ARRANGEMENTS

81.1 Standard teaching hours

The standard teaching hours for full-time employees shall be twenty hours of face-to-face teaching per week across forty five weeks in each calendar year. The standard teaching hours for part-time employees shall be the applicable fraction of full-time hours. Employees may, by agreement, choose to occasionally teach longer hours.

81.2 Class sizes

The upper limit on class sizes shall be consistent with the requirements of accreditation.

82. WORKLOAD

82.1 Workloads and management of workloads is an important issue. In allocating workloads, a supervisor should seek to ensure that:

- (a) workload allocation supports the pursuit of strategic priorities;
- (b) there is an equitable distribution of workloads across staff in an area;
- (c) workload allocation takes into account workplace health and safety considerations;
- (d) workloads are reviewed as part of performance and career development discussions;
- (e) total workload will reflect the fraction of appointment;
- (f) the importance of a balance between working life and family/social responsibilities is taken into account; and
- (g) staff members are encouraged to raise workload issues with their supervisor.

82.2 In terms of identifying, minimising and dealing with instances of excessive workloads:

- (a) The Director of Studies and other supervisors need to allocate tasks to employees with a view to ensuring that their workload does not exceed what can reasonably be expected of them in their full-time, part-time or casual employment.
- (b) Workload issues should be raised with the supervisor in the first instance. If not resolved at this level, issues may be escalated to the Director of Studies. The aim is for early resolution of such issues without the need for the employee to use the formal dispute resolution procedures.
- (c) The Director of Studies and other supervisors need to monitor the hours worked by the employees they supervise, and implement changes (eg. technology, responsibility, extra resources) where employees regularly work excessive hours.

- (d) Where a resignation, retirement or other permanent departure from a continuing or fixed-term appointment occurs, a required replacement appointment will normally be made and put in place within three months of the departure. If it appears likely that a replacement appointment will not be made within this timeframe, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed, having regard to (a) and (b) above.
- (e) Where a position is temporarily vacated (eg. where an employee takes extended leave or undertakes a temporary transfer or secondment elsewhere), a replacement appointment will normally be made and put in place close to the time of the position being vacated. Where it is not intended to make a replacement appointment, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed, having regard to (a) and (c) above.

82.3 A staff member from Human Resources may be made available to assist discussions between an employee and their supervisor and/or the Director of Studies in relation to any claims of excessive workload. This assistance will be provided with the aim of early resolution of such issues without the need for the employee to utilise the formal dispute resolution procedure outlined in Clause 69 of this Agreement.

82.4 Staff members may also seek advice and assistance from their union or from other representatives.

82.5 Nothing contained in this clause will prevent an employee accessing Clause 69, Dispute Resolution, of this Agreement.