Terms of AWA Offered

Australian Workplace Agreement 2007 – 2012

Academic Staff

(Continuing and Fixed-Term)

Australian Catholic University Limited
(ABN 150 50 192 660)
Table of Contents

SECTION 1 AGREEMENT ARRANGEMENTS ................................................................. 1
  1.1 Parties to the Agreement .................................................................................. 1
  1.2 Definitions ....................................................................................................... 1
  1.3 Objectives of the Agreement .......................................................................... 3
  1.4 Application of the Agreement ........................................................................ 4
  1.5 Term of Agreement ........................................................................................ 4
  1.6 Foreshortening of Agreement ........................................................................ 4
  1.7 Relationship with Awards, Certified Agreements and Contracts .................. 4
  1.8 Variation of Agreement ................................................................................. 6
  1.9 University Policies ........................................................................................ 6

SECTION 2: REMUNERATING WORK AT ACU ....................................................... 6
  2.1 Employment and Salary ................................................................................ 6
  2.2 Payment of Salary ........................................................................................ 7
  2.3 Annual Leave Loading ................................................................................... 7
  2.4 Annual Salary ................................................................................................ 8
  2.5 Salary Packaging ......................................................................................... 8
  2.6 Superannuation ............................................................................................. 8
  2.7 Higher Duties Allowance ............................................................................. 10
  2.8 Deferred Salary Scheme ............................................................................... 10

SECTION 3: PROVIDING FOR LEAVE ................................................................. 10
  3.1 Application of Leave Provisions to Full-Time and Part-Time Staff Members..... 10
  3.2 Personal Leave .............................................................................................. 11
  3.3 Recreational Leave ...................................................................................... 11
  3.4 Long Service Leave ..................................................................................... 12
  3.5 Civic Service Leave ..................................................................................... 13
  3.6 Parental Leave ............................................................................................. 13
  3.7 Leave Without Pay ...................................................................................... 16
  3.8 Extraordinary Leave ................................................................................... 16
  3.9 Personal Leave during Workers Compensation – Victoria ......................... 16

SECTION 4: DEVELOPING, REWARDING AND MANAGING PERFORMANCE ...... 16
  4.1 Enhancing Excellence in Performance ......................................................... 16
  4.2 Study Support .............................................................................................. 16
  4.3 Performance-Related Reward and Recognition ........................................... 16
  4.4 Induction ...................................................................................................... 16
  4.5 Probationary Employment ........................................................................... 17
  4.6 Incremental Progression ............................................................................. 17
  4.7 Managing Staff Performance ..................................................................... 17

SECTION 5 WORKING ARRANGEMENTS .......................................................... 19

SECTION 6: EMPLOYMENT MATTERS .............................................................. 19
  6.2 Types of Employment .................................................................................. 19
  6.3 Continuing Employment ............................................................................. 20
  6.4 Full-Time Employment ................................................................................ 20
  6.5 Part-Time Employment ............................................................................ 20
  6.6 Fractional Employment ............................................................................... 21
  6.7 Fixed-Term Employment ........................................................................... 21
  6.8 Sessional Employment ............................................................................... 23
  6.9 Casual Employment .................................................................................... 23
  6.10 Work-Life Balance Arrangements ............................................................. 23
  6.11 Transfers ................................................................................................... 23
  6.12 Separation from Employment .................................................................... 23
  6.13 Summary Dismissal .................................................................................. 25
  6.14 Redundancy Provisions .......................................................................... 25
6.15 Notification of Redundancy ................................................................. 25
6.16 Redeployment, Relocation and Retraining........................................ 26
6.17 Income Maintenance ........................................................................ 26
6.18 Termination by Retrenchment......................................................... 26
6.19 Severance Pay ................................................................................ 26
6.20 Voluntary Early Retirement .............................................................. 27
6.21 Action to Address Misconduct or Serious Misconduct ..................... 27

SECTION 7: SETTLING DISPUTES .............................................................. 29

SECTION 8: THE UNIVERSITY AND STAFF WORKING TOGETHER.......... 30
8.1 Consultation......................................................................................... 30

SECTION 9: OTHER MATTERS ................................................................. 30
9.1 Severability ....................................................................................... 30
9.2 Law and Jurisdiction ......................................................................... 30
9.3 Duress.............................................................................................. 30

SECTION 10: SCHEDULES .................................................................... i
Schedule 1 – Academic Staff Salary Tables .......................................... i
Schedule 2 – Employment Matters Tables ........................................... ii
Schedule 3 – Personal Leave during Workers Compensation – Victoria .... v

SIGNATURES .......................................................................................... 36
SECTION 1 AGREEMENT ARRANGEMENTS

1.1 Parties to the Agreement

This Australian Workplace Agreement is made

Between the Australian Catholic University (A.B.N. 15 050 192 660) ("the employer")
situated at 40 Edward Street North Sydney NSW 2060

AND .......................................................................................................................... ("the employee")

1.2 Definitions

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

In this Agreement, the following definitions will apply:

(i) “Academic staff member” means a staff member who occupies a position, including a Research only position, classified in accordance with and is paid in accordance with the salaries set out in Schedule 1.

(ii) “Act” means the Workplace Relations Act 1996 (as amended).

(iii) “Additional Recreation Leave” means the leave referred to in sub-clause 3.3.2(iv).

(iv) “Casual staff member” means a member of the University staff who is employed and paid by the hour.

(v) “Commission” means the Australian Industrial Relations Commission.

(vi) “Comprehensively” means in addition to its ordinary meaning, the exclusion of all things that might otherwise be implied, were it not for this definition.

(vii) “Consultation” means that the relevant participants in the consultative process will confer and that the views expressed by them will be taken into account before final decisions are made. To avoid doubt, “Consultation” does not imply that agreement needs to be reached.

(viii) “Continuous service” means service with the University which the University recognises for continuity of employment. This includes all paid service, all periods of approved paid leave, and breaks between fixed-term employment of up to six weeks. Unpaid leave or breaks between fixed-term appointments of six weeks or more will not count as service for the purpose of calculating leave and other entitlements, unless otherwise expressly stated.

(ix) “Core Planning Group member” means the Vice-Chancellor and one or more of the Pro-Vice-Chancellors, the Executive Director, University Services, and any other senior University officer, as determined by the Vice-Chancellor from time to time.

(x) “Disciplinary action” means action taken by the University to discipline a member of staff for unsatisfactory performance, misconduct or serious
misconduct. Disciplinary action may include but is not limited to one or more of the following:

a) Formal censure or counselling; and/or
b) Demotion by one or more classification levels or increments; and/or
c) Lateral transfer to another position; and/or,
d) Termination of employment.

(xi) “Executive Staff member” means a person occupying a position designated by the University as part of the Executive Team and includes Deans, Rectors and Directors and shall be defined by the Vice-Chancellor from time to time and shall include Dean, Faculty of Arts & Sciences, Dean, Faculty of Education, Dean, Faculty of Health Sciences, Dean of Students, Rector, Aquinas Campus, Rector, Signadou Campus, Academic Registrar, Director, ACUcom, Director, Finance, Director, Information Technology & Communication Services, Director, International Education, Director, Libraries, Director, Marketing and Director, Personnel Relations & Equal Opportunity.

(xii) “HEWRRs” means the Higher Education Workplace Relations Requirements, the program of workplace relations and funding arrangements of that name announced by the Commonwealth Government in April 2005.

(xiii) “Investigator” means any person who is not an employee of the University who is appointed by the Vice-Chancellor to investigate one or more allegations of misconduct or serious misconduct.

(xiv) “Misconduct” means behaviour, attitude or a particular act of a staff member that is considered by the University to be unacceptable.

(xv) “Nominated supervisor” means a member of staff who is formally assigned the responsibility of supervising one or more staff or a group of staff.

(xvi) “Normal weekly ordinary hours” means the hours referred to in sub-section 6.4.

(xvii) “Normal service” means service with the University paid at a staff member’s ordinary rate according to this Agreement.

(xviii) “Ordinary rate” means the rate payable to an Academic staff member in accordance with the rate set out in Schedule 1, for the classification and increment level to which the staff member is appointed at the time.

(xix) “Parties” means the Australian Catholic University Limited and you.

(xx) “Proof of illness” means a certificate from a registered health practitioner or a statutory declaration from you.

(xxi) “Protected Allowable Award Matters” means the matters set out in clause 1.7.4.

(xxii) “Protected staff member” means and refers to a staff member of the University who on 31 December 1990 was a staff member of Catholic College of Education Sydney Ltd, McAuley College Queensland, The Institute of Catholic Education or Signadou Dominican College of Education Ltd and on 1 January 1991 ceased to be so employed and became a staff member of Australian Catholic University.

(xxiii) “Public holiday” means the days referred to in clause 3.3.2(vii).
(xxiv) “Redundancy” means that the University has decided that it no longer wishes for the position to which you are appointed to continue in existence.

(xxv) “Research” means work activity by a person engaged on research only functions for a contract period not exceeding five years.

(xxvi) “Retrenchment” means the termination of your employment because of redundancy.

(xxvii) “Serious Misconduct” means serious misbehaviour or deliberate action(s) by a staff member such that it would be unreasonable to require the University to continue employment during a period of notice.

(xxviii) “Specific task or project” means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.

(xxix) “Staff member” means the employee named in sub-section 1.1.

(xxx) “Term of the Agreement” means the period between the dates specified in sub-section 1.5.

(xxxi) “University” refers to Australian Catholic University Limited (A.B.N. 15 050 192 660), a Company limited by guarantee.

(xxxii) “University holiday” means any days notified by the University as being University holidays and includes those days referred to in clause 3.3.2(v).

(xxxiii) “University Visitor” means the position established by the University and undertaken by a person external to the University and referred to in sub-clause 4.8.4.3.

(xxxiv) “Vice-Chancellor” means the Vice-Chancellor or her/his delegate.

(xxxv) A “Week” is equal to 5 working days within a 7-day cycle.

(xxxvi) “Workplace Authority” means the agency of that name referred to in the Workplace Relations Act, 1996.

(xxxvii) “Year of service” means a 12 month period from the date of commencement of the employment and thereafter from each anniversary of the date of commencement of the employment.

1.3 Objectives of the Agreement

The objectives of this Agreement are to provide consideration for the performance of your duties as an employee of the University, in the course of which you agree that you will:

- support the effective implementation of the University’s Mission and Revised Strategic Plan 1999 – 2008 and any subsequent Plan adopted by the University and those strategies emanating from the Plan or any subsequently adopted Plan;

- assist the University to implement quality improvement measures and address recommendations made to it from time to time by the Australian Universities Quality Agency;

- support the University in meeting the criteria for funding initiatives provided for from time to time by the Commonwealth Government or by the Government of any State or Territory; and,
- well and faithfully discharge as its employee all your duties to the University that are implied at common law or required by this Agreement.

To avoid doubt, although referred to in this Agreement, the University Mission and Strategic Plan do not form a part of this Agreement.

1.4 Application of the Agreement

1.4.1 This Agreement will be binding according to its terms upon:

(i) Australian Catholic University Limited (A.B.N. 15 050 192 660)

AND

(ii) ................................................................. [insert named individual]

1.5 Term of Agreement

This Agreement will start operating (‘Commencement Date’) on the day it is lodged with the Workplace Authority. However, your entitlements under this Agreement will commence on the date on which you commence employment under this Agreement if it is later than the lodgement date.

The nominal expiry date of this Agreement is the fifth anniversary of the date of its lodgement with the Workplace Authority (‘Nominal Expiry Date’).

To avoid doubt, the reaching of the Nominal Expiry Date will not of itself terminate your employment or the operation of this Agreement.

1.6 Foreshortening of Agreement

You and the University may agree in writing to terminate the operation of this Agreement (‘Termination Agreement’) as an AWA at any time. If that occurs, the Agreement will cease to operate as an AWA from the date on which the Termination Agreement is lodged with the Workplace Authority.

Unless the Agreement is replaced by another AWA or terminated in accordance with this Agreement or the Act, this Agreement will continue to operate as an AWA after the Nominal Expiry Date until terminated or replaced in accordance with the Act. The terms of this Agreement will cease to apply and to have effect upon the termination of your employment.

1.7 Relationship with Awards, Certified Agreements and Contracts

1.7.1 This Agreement entirely replaces and operates to the exclusion of the Australian Catholic University Staff Enterprise Agreement 2005-2008 and any other agreement that might otherwise apply to you.

1.7.2 This Agreement operates to the exclusion of all former state awards and federal awards that would otherwise apply to you, including but not limited to the Awards listed below and any award that may succeed any of them:

- Higher Education Academic Salaries Award 2002
- Universities and Post Compulsory Academic Conditions Award 1999
- Queensland Post-Compulsory and Higher Education Academic Staff (Conditions of Employment) Award 2002
Terms of AWA Offered

- Victorian Post-Compulsory and Higher Education Academic and Teaching Staff (Conditions of Employment) Award 2002
- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988
- National Training Wage Interim Award 1994 [Print L 5189 [N 0277].

1.7.3 During the operation of this Agreement you agree that:

- the operation of Protected Allowable Award Matters in all awards referred to in clause 1.7.2 is expressly excluded;
- this Agreement comprehensively regulates the employment relationship between you and the University to the exclusion of all other industrial instruments including the Agreement referred to in clause 1.7.1, the awards referred to in clause 1.7.2; and
- you will not make any further claims in relation to your employment, other than as provided for in sub-section 1.8.

1.7.4 Protected Allowable Award Matters are any provision of any applicable former state award or federal award concerning:

(a) rest breaks;

(b) incentive-based payments and bonuses;

(c) annual leave loadings;

(d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;

(e) days to be substituted for, or a procedure for substituting, days referred to in paragraph (d);

(f) monetary allowances for:

   (i) expenses incurred in the course of employment; or

   (ii) responsibilities or skills that are not taken into account in rates of pay for employees; or

   (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations.

(g) loadings for working overtime or for shift work;

(h) penalty rates;

(i) outworker conditions; and,

(j) any other matter specified in the Workplace Relations Regulations (Commonwealth) as varied from time to time.

1.7.5 To avoid doubt, this Agreement expressly excludes all Protected Allowable Award Matters.
1.7.6 This Agreement will extinguish all rights and entitlements accruing to you if you are a “protected staff member”, as defined in this Agreement, and will replace those rights and entitlements with the rights and entitlements set out in this Agreement.

1.8 Variation of Agreement

1.8.1 You and the University may agree in writing to vary this Agreement (Variation Agreement). The Variation Agreement will come into operation as a variation to this agreement from the date the variation is lodged with the Workplace Authority.

1.8.2 During the operation of this Agreement, your salary as set out in Schedule 1 will be increased in accordance with any increases to salary and rates of pay made for employees whose employment is covered by a collective agreement which but for this Agreement would apply to you, subject to any conditions that apply to such increases – provided that this Agreement does not provide for an equivalent increase.

1.9 University Policies

Any University policies referred to in this agreement are referred to for convenience and do not form part of this Agreement.

SECTION 2: REMUNERATING WORK AT ACU

2.1 Employment and Salary

2.1.1 Employment

You will be employed on a continuing basis for a fixed term expiring ………………>. Employment will be full-time, <part-time at (0.xy FTE) of the Normal weekly ordinary hours>, <fractional for weeks each year, at times consistent with the University’s operational requirements>. <Nothing in this Agreement is intended to affect any qualifying period of employment provided for by the Act. >.

Normal weekly ordinary hours (see sub-section 6.4) are averaged over a 12 month period.

2.1.2 Salary

2.1.2.1 On the day that this Agreement starts operating you will be an Academic staff member and your classification level will be Level ............and your and salary will be that for Increment .......... as shown in Schedule 1 <pro-rated in accordance with clause 2.1.1>. Your salary will be varied from time to time in accordance with this Agreement. Your classification level may be varied in accordance with this Agreement.

2.1.2.2 This Agreement provides for increases in salary rates per annum for which you may be entitled. If you are entitled to such increases, the instalments listed below will be paid on the specified Instalment date.

<table>
<thead>
<tr>
<th>Instalment date (Pay Period)</th>
<th>Component 1 Guaranteed %</th>
<th>Component 2 ACU Found to be HEWRRS Compliant %</th>
<th>Component 3 Conditional %</th>
<th>Maximum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>First after 1 July 2006</td>
<td>3.25</td>
<td>1.75</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>First after 1 July 2007</td>
<td>5.0</td>
<td>0.0</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>First after 1 September</td>
<td>4.75</td>
<td>0.0</td>
<td>0.75</td>
<td>5.5</td>
</tr>
</tbody>
</table>
Terms of AWA Offered

<table>
<thead>
<tr>
<th>Year</th>
<th>Component 1</th>
<th>Component 2</th>
<th>Component 3</th>
<th>Total Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>13.0</td>
<td>1.75</td>
<td>0.75</td>
<td>15.5</td>
</tr>
</tbody>
</table>

Total Maximum increases, 2006 – 2008 = 15.5% cumulative.

2.1.2.3 Component 1 will be added to wage rates on the specified installment date.

2.1.2.4 Component 2 will be added to wage rates with effect from the specified installment date should the University be advised by the Minister for Education, Science and Training, subsequent to 31 August 2006, that the University was found to be HEWRRs compliant.

2.1.2.5 Component 3 will be added to wage rates on the specified installment date if, as a Company, the University makes an operating surplus (profit) after all expenses in the previous accounting year are met and which is sufficient to cover the cost of payment of that component to all staff members in 2008. The operating surplus will be determined from the University’s audited Annual Financial Statements and will exclude revenue and expenditure in relation to capital activities after rent and all other expenses are met. Should there be an operating surplus that is less than the cost of the payment of the Component to all staff members, a proportion, equivalent to operating surplus, will be added.

2.1.2.6 Your annual salary as shown in Schedule 1 is in compensation for all hours worked, subject to this Agreement. Your ordinary rate over any 12 month period is in compensation for your Normal weekly ordinary hours of work and any Public holidays whether or not worked, during that 12 months.

2.1.2.7 You may become eligible to receive Performance-related rewards as provided for by sub-section 4.4, subject to you meeting the requirements for such rewards, as determined from time to time, to the University’s satisfaction.

2.2 Payment of Salaries

2.2.1 Provided that you are required by the University to perform work and do so in accordance with the University's instructions, you will be paid your salary fortnightly in arrears, by electronic funds transfer to the financial institution(s) and account(s) you nominate.

2.2.2 Where the normal day for payment of salaries falls on a day of or the day following a Public Holiday or a University holiday, your salary will be paid not later than the day on which the financial institution(s) is open for business immediately preceding that day.

2.2.3 The University will issue you with the salary payment information (pay slips) and provide you with ready access to the salary payment and other employment records required by the Act in electronically communicated documents which will be capable of reproduction in printed writing upon being accessed by you using either the University’s electronic communication systems or communication systems remote from the University and you consent to all such information being given to you by way of electronic communication.

2.3 Annual Leave Loading

2.3.1 If, as at 31 December in any year, you have accumulated four weeks annual leave in that year you will be entitled to an annual leave loading equal to 17.5% of four weeks salary on the pay day preceding the following 1 January, subject to a maximum payment of the equivalent to the Australian Bureau of Statistics index Average Weekly Total Earnings of All Males (Australia) for the preceding September quarter.
2.3.2 If you commence employment after 1 January or terminate employment prior to 31 December in any year, you will be entitled to a pro rata annual leave loading payment based on the number of completed days of continuous service in that year subject to the maximum payment referred to in sub-clause 2.3.1 being in the proportion that such number of days bears to 365 days.

2.3.3 You may choose, in writing, to receive your annual leave loading as a separate regular fortnightly payment instead of as a payment under sub-clause 2.3.1.

2.4 Annual Salary

2.4.1 The Guarantee of Basic Rates of Pay in Part 7, Division 2, Subdivision B of the Act, will be satisfied over a period of 12 months.

2.4.2 If you are permitted to take Additional Recreation Leave under clause 3.3.2 in any period of 12 months, your annual salary as provided for in Schedule 1 will be reduced by the amount of salary that would have been payable to you in respect of the period of Additional Recreation Leave.

2.4.3 If you are employed on a fractional basis in a position that does not require performance of duties over the whole calendar year, you will be paid your pro rata annual salary as provided in Schedule 1 averaged over a 12-month period unless you elect, in writing, to be paid your prorated annual salary as provided in Schedule 1 averaged over the period in which you actually perform your duties.

2.4.4 Should your employment by the University terminate, the University will make any necessary adjustment to salary paid to you arising out of salary averaging pursuant to this sub-section.

2.5 Salary Packaging

2.5.1 You and the University may enter into a salary sacrifice arrangement. If the University and you enter into a salary sacrifice arrangement, the University will reduce your annual salary as provided in Schedule 1 and provide you with the salary sacrifice benefits in accordance with the salary sacrifice arrangement.

2.5.2 If you choose to enter into a salary sacrifice arrangement with the University, the relevant salary in Schedule 1 will be used for the following purposes:

- calculation of any termination payments, including superannuation, annual leave and long service leave;
- calculation of any redundancy benefits;
- calculation of annual leave loading; and,
- calculation of superannuation contributions.

2.6 Superannuation

2.6.1 Provided you were a staff member of the University on 27 March 2006, the University will for the term of the Agreement maintain the rates of employer superannuation contributions in effect on that date. Subject to the relevant Trust Deed, if you were an existing full-time or part-time staff member of the University on that date and a member of:

- UniSuper;
- the Catholic Superannuation Fund;
- the Catholic Superannuation and Retirement Fund;
- the National Catholic Superannuation Fund;
- the State Authorities Superannuation Scheme; or,
you will remain a member of your fund (from the above list) or its successors. For the
purposes of this sub-clause, “the relevant Trust Deed” includes a State or
Commonwealth Act governing the operation of a particular fund.

2.6.2 If you are a full-time or part-time staff member of the University employed after 27
March 2006 you will become a member of the UniSuper Fund(s) and, where eligible by
virtue of your superannuable classification, fraction of superannuable employment, and
term of employment for membership as prescribed in the existing Deed of Adherence or
Deed of Covenant between the University and UniSuper with respect to employer
and employee contributions, contribute to the relevant Fund(s) in accordance with the
Trust Deed(s).

2.6.3 Superannuation contribution arrangements will be maintained for you if you are a
member of staff who was employed by the University prior to 10 September 1991. If you:

- were employed by the University prior to 10 September 1991; and,
- are eligible by virtue of your superannuable classification, fraction of
superannuable employment, and term of employment for membership of the
UniSuper Fund(s), as prescribed in the Deed of Adherence or Deed of
Covenant between the University and UniSuper; and,
- elect to join a superannuation fund.

you will become a member of and contribute, to the relevant UniSuper Fund(s) in
accordance with the Trust Deed(s).

Where permitted by the relevant Superannuation Fund listed in clause 2.6.1, you may
choose to pay your superannuation contributions from Pre-Tax salary. In the case of
the revised and New Schemes of the Victorian State Superannuation Fund (SSF) all
members may, upon approval from the Victorian Minister, salary sacrifice their
personal superannuation contributions to the Victorian SSF.

2.6.4 In the event of changes in legislation relating to superannuation or taxation or to the
relevant fund’s Trust Deed, which impact on the operation of this clause, the University
will have the right to terminate the operation of all or any part of this clause by giving
you one month’s notice in writing of its decision to exercise that right.

2.6.5 The management of superannuation arrangements, including arrangements for the
making of pre-tax employee contributions and arrangements with respect to
maintenance of employee or employer superannuation contribution during periods of
authorised leave on half pay or without pay or in circumstances where the employment
relationship is suspended, will be in accordance with the University requirements and
procedures, as established from time to time, for superannuation.

2.6.6 Superannuation Contributions for Casual Appointments

2.6.6.1 If you undertake additional work as a Casual staff member, the University will for the
term of this Agreement maintain the rate of employer contributions for casual
appointments in effect as at 27 March 2006. All such contributions will be made to
UniSuper.

2.6.6.2 The terms of this sub-clause will not apply to you if you are:

(i) engaged as a Casual Academic staff member or as a Casual Teacher in a
Centre between 1 January and 30 June or 1 July and 31 December in any one
year and earn less than $2010 for each six-month period. This figure will be
increased in January each year by the percentage increase in Average Weekly
Terms of AWA Offered

Earnings index for the previous year ending in September, rounded to the nearest dollar; or,

(ii) engaged as a Casual General staff between 1 January and 30 June or 1 July and 31 December in any one year and work less than 100 hours; or,

(iii) a staff member in respect for whom the University contributes or is required to contribute a superannuation payment to a State or Territory Government Superannuation Scheme, provided that staff members who contribute to UniSuper will not be exempt.

2.6.6.3 Except where otherwise provided for by this Agreement, the University will contribute a payment of 3 per cent of ordinary time earnings to UniSuper in respect of your casual appointment. This contribution will form part of the contribution required of the University by the Superannuation Guarantee (Administration) Act. Ordinary time earnings mean all earnings under this Agreement, other than those paid in relation to the working of overtime or participation in on-call arrangements during Casual General staff engagements.

2.7 Higher Duties Allowance

2.7.1 If you are required to act in a position of a higher classification than that which you occupy or if you are assigned responsibilities or duties which your nominated supervisor considers to warrant the payment of a higher duties allowance, you will be paid an allowance in accordance with the University procedures for higher duties allowances. To avoid doubt, although these procedures are referred to in this clause, they do not form part of this Agreement.

2.7.2 An allowance must be paid as salary for a period of 12 consecutive months, or more, before it will attract University superannuation contributions.

2.7.3 If you are assigned responsibilities or duties which your nominated supervisor considers to warrant the payment of a higher duties allowance, or if you are required to act in a position of a higher classification than that which you occupy, you will be eligible for payment of a higher duties allowance where the period during which you undertake those responsibilities or duties, or where the period of acting service in the higher classified position, is continuous for a period of not less than 15 weeks.

2.8 Deferred Salary Scheme

You may enter into a written agreement with the University by which you elect to receive, over a four-year period, 80% of the salary that you would otherwise be entitled to receive whilst maintaining your normal workload level and to receive the aggregated salary foregone by you during the fifth year in fortnightly instalments whilst on leave without pay, provided that the University may decline to enter such an agreement and provided further that such an agreement would not result in your salary being less than the amount provided for by the Australian Fair Pay and Conditions Standard under the Act.

SECTION 3: PROVIDING FOR LEAVE

3.1 Application of Leave Provisions to Full-Time and Part-Time Staff Members

3.1.1 If you are a full-time, part-time or sessional staff member, you will be entitled to the leave available under the relevant clauses of this Section, subject to Section 6.
3.1.2 You must comply with the University’s requirements, as established from time to time, for managing leave entitlements, including those relating to applying for and authorising of leave.

3.1.3 The University will provide you with ready access to the leave and other employment records required by the Act in electronically communicated documents which will be capable of reproduction in printed writing upon being accessed by you using either the University’s electronic communication systems or communication systems remote from the University and you consent to all such information being given to you by way of electronic communication.

3.2 Personal Leave

3.2.1 Purpose

3.2.1.1 Personal Leave may be authorised to assist you to achieve necessary work-life balance. Granting of personal leave, in line with the University Mission, acknowledges that as a member of staff you are also a family and/or community member and have commitments other than those related to your work.

3.2.2 Personal Leave Entitlement

3.2.2.1 Subject to Personal Leave being authorised by the University, you will be entitled to utilise Personal Leave for purposes including but not limited to personal illness or incapacity due to injury, short term care of an ill or injured immediate family or household member or of an elder; personal, family or household emergencies, including: bereavement; Indigenous people’s ceremonial observance; observance of religious/culturally significant days; or moving house. Additional leave to cover bereavement in accordance with the provisions of the Act is provided for in sub-section 3.8.

3.2.2.2 During periods of paid employment Personal Leave will accrue as paid leave at the rate of 20 working days, 15 days of which will be cumulative, for each completed year of service. The first 5 days of Personal Leave authorised by the University during a year of service will be debited against your non-cumulative accrual for that year of service.

3.2.2.3 If you were a staff member of the University prior to the day on which this Agreement comes into operation, the arrangement in sub-clause 3.2.2.2 will commence on the next anniversary of the commencement of your employment by the University.

3.2.2.4 The authorising and taking of Personal Leave will be in accordance with the University requirements, as established from time to time.

3.2.3 Documenting Personal Sick Leave

If you are absent on a period of personal leave for personal illness or injury you must provide proof of illness where the absence is for more than 3 consecutive working days. In order for the leave to be authorised you may be required to provide proof of illness for absences of less than 3 consecutive working days.

3.2.4 To avoid doubt, the provisions of sub-section 3.2 rely on Section 242 of the Act.

3.3 Recreational Leave

3.3.1 Purpose

3.3.1.1 Recreational leave refers to those leave types that recognise minimum statutory entitlement and to those that offer options to assist you to achieve necessary work-life balance.
3.3.1.2 Recreational leave types are Annual Leave, Additional Recreational Leave, University holidays and Public Holidays.

3.3.2 Recreational Leave Entitlement

(i) You will be entitled to Annual Leave in accordance with Division 4 of Part 7 of the Act, except as provided in this clause.

(ii) You must take 10 days Annual Leave from the first day of any pay period commencing on or after the day upon which the Annual Leave credited to you reaches 40 days, unless otherwise directed.

(iii) You may elect to receive cash payment in lieu of some or all of your Annual Leave entitlement, subject to:

   (a) the limitations in the Act, and
   (b) the University’s consent, which it may withhold at its absolute discretion.

(iv) In addition to Annual Leave under paragraph (i) of this clause, and subject to University operating requirements, you may request and, at the University's absolute discretion, be permitted to take Additional Recreational Leave up to a maximum of 10 working days in any year. If you are permitted to take Additional Recreational Leave, you will be required to forego the salary otherwise payable to you under this Agreement for the period of Additional Recreation Leave and clause 2.4.2 will apply.

(v) The University will shut down at the conclusion of each year and observe University holidays on those days falling between Boxing Day and New Years Day which are not proclaimed as Public Holidays or observed in lieu of a Bank Holiday by the University in New South Wales. In addition, the University may shut down all or part of its operations from time to time. During any such additional shut down periods, you must take Annual Leave if directed to do so. If the Annual Leave credited to you is insufficient for the period, you must elect either to take leave without pay or any Additional Recreational Leave which you may have been granted, as provided for under paragraph (iv) of this clause.

(vi) If you are ill/incapacitated (with Proof of illness) for two or more consecutive days while on Annual Leave you will be placed on Personal Leave (where available) and re-credited equivalent Annual Leave or where you cease employment with the University or die, you or your estate will be paid in lieu of Annual Leave not taken where such leave is accrued.

(vii) You will be entitled to 10 Public Holidays each year, as observed in each State or Territory, which are to be taken on the day gazetted by the relevant State or Territory authority, except as provided in this paragraph. The Public Holidays are Christmas Day; Boxing Day; New Year’s Day; Australia Day; Good Friday; Easter Monday; ANZAC Day; Queen’s Birthday; Labour Day; Melbourne Cup Day or Ballarat Cup Day (VIC); Queensland Show Day (QLD); Canberra Day (ACT) and Bank Holiday (NSW). Provided that in NSW Bank Holiday will not be taken on the day gazetted but will be taken in conjunction with the University annual shut down at the conclusion of each year referred to in paragraph (v).

3.3.3 To avoid doubt, the provisions of sub-section 3.3 rely on Section 230 of the Act.

3.4 Long Service Leave

3.4.1 Purpose
Long Service Leave recognises length of service to the University.

3.4.2 Entitlement

You will be entitled to Long Service Leave after 7 years paid service. Long service leave will be calculated at the rate of 1.3 weeks for every year of paid service.

3.4.3 Notwithstanding clause 3.4.2, if you are a protected staff member in addition to service credited to you at the time of the commencement of the University, you accrue Long Service Leave at the following rates in combination and not separately:

(a) If employed in ACT or NSW, 2 months Long Service Leave on full pay after 10 years of service, unless you made an irrevocable election to transfer to the uniform 1.3 weeks per year of service accrual rate; or,

(b) If employed in Queensland, 13 weeks Long Service Leave on full pay after 10 years of service and 1.3 weeks Long Service Leave on full pay for each of the following 5 years of service; and, thereafter,

(c) If employed in Queensland, NSW or ACT, 5 months Long Service Leave on full pay per 10 years of service.

3.4.4 If you are entitled to Long Service Leave you may elect to convert part or all of your Long Service Leave entitlement to a monetary equivalent.

3.4.5 If you are ill/incapacitated (with Proof of Illness) for two or more consecutive days while on Long Service Leave you will be placed on Personal Leave (where available) and re-credited equivalent Long Service Leave or where you cease employment with the University after 7 years recognised paid service, or if after 4 years recognised paid service you die or retire on the grounds of age or ill health, the University will pay to you or your estate the value of Long Service Leave not taken.

3.5 Civic Service Leave

3.5.1 Purpose

Civic Service Leave provides leave for civic duties such as jury service, court appearances, fire fighting and civil emergency, contest elections, blood donation, Military Reserve activity and similar purposes recognising that from time to time you may be involved in community activity.

3.5.2 The maximum period of Civic Service Leave will be 5 days per annum on full pay. However, additional time may be granted by the Vice-Chancellor on provision of appropriate certification attesting the civic need for such service. Civic Service Leave will not be cumulative.

3.5.3 If you are granted Civic Service Leave for fire fighting or emergency service activity you will be entitled to an additional one day’s leave on completion of the service for the purpose of recovery.

3.6 Parental Leave

3.6.1 Purpose

In line with its stated Mission and to provide family friendly work/life balance support to you, the University provides leave arrangements for you in relation to:

- pregnancy (see clause 3.6.2);
- pregnancy related illness (see clause 3.6.5);
- the birth or adoption of children, including paternity (see clause 3.6.2);
- foster parenting of children (see clause 3.6.3); and,
- the raising and care of children whilst under school age (see clause 3.6.4).

### 3.6.2 Entitlement to Leave Associated with the Pregnancy, the Birth of an Infant or Adoption of a Pre-School Age Child

Your parental leave entitlements are covered in the following provisions.

There are three levels of entitlement, depending upon length of service at the time a woman who is a member of staff commences leave associated with pregnancy and the birth, or adoption, of a child.

#### 3.6.2.1 If you are a woman who is a member of staff you are entitled to paid leave associated with pregnancy and the birth, or adoption, of a child as follows:

<table>
<thead>
<tr>
<th>Length of completed continuous service</th>
<th>Paid leave entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Less than 52 weeks</td>
<td>1 week paid at your ordinary salary rate for each completed calendar month of continuous service.</td>
</tr>
<tr>
<td>(ii) 52 weeks but less than 104 weeks</td>
<td>12 weeks paid at your ordinary salary rate.</td>
</tr>
<tr>
<td>(iii) 104 or more weeks</td>
<td>Provided you first enter into a written agreement with the University to return to duty for a period of 26 weeks at the conclusion of paid leave authorised under this sub-clause or, in default, to repay all monies paid with the exception of an amount equivalent to the value of 12 weeks at your ordinary salary rate; 52 weeks, either paid by equal fortnightly payments in total equivalent to the value of 12 weeks at your ordinary salary rate plus the value of 40 weeks at 0.6 of your ordinary salary rate; or, at your option, paid at your ordinary salary rate for 12 weeks and at 0.6 of your ordinary salary rate for the remaining 40 weeks. If you choose not to first enter into such an agreement, 12 weeks paid at your ordinary salary rate.</td>
</tr>
</tbody>
</table>

#### 3.6.2.2 Additional leave without pay may be taken that will bring the period of leave associated with the birth or adoption of a child, as specified in sub-clause 3.6.2.1, to a continuous period of 52 weeks.

#### 3.6.2.3 You may take Annual Leave and/or Long Service Leave associated with the birth or adoption of a child. If such leave is authorised your entitlements under sub-clause 3.6.2.1 and 3.6.2.2 will not be affected.

#### 3.6.2.4 If you are a woman or a man who is a member of staff, on returning from a period of leave associated with the birth or adoption of a child you will be entitled to return to work in accordance with Section 280, Section 296 or Section 314 of the Act, as the case may be, provided the leave in aggregate does not exceed 52 weeks.

#### 3.6.2.5 If you are a woman or a man who is a member of staff and you apply for periods of leave associated with the birth or adoption of a child which in aggregate are greater than 52 weeks, it is a condition of the authorisation of that part of the leave exceeding 52 weeks that on returning from that last period of leave you will not return to the position that you held prior to commencing on leave but will be placed in a suitable position if, in
the opinion of the University, a suitable position is available, or treated in accordance with the University’s requirements, as established from time to time, for managing parental leave entitlements and staff members who become unattached.

3.6.2.6 If you are a man who is a member of staff and who becomes the father of a child by birth or adoption but are not the primary care-giver of the child, you will be granted leave on full pay for 15 consecutive working days, or for periods which in aggregate do not exceed 15 working days, during the first 12 weeks after the birth or adoption of the child.

3.6.2.7 If you are a man who is a member of staff and who becomes the father of a child by birth or adoption and you are the primary care-giver of the child you will, in addition to the leave granted under sub-clause 3.6.2.6, also be entitled to a further unbroken period of up to 49 weeks unpaid leave, subject to the production of certification that you will be the primary care-giver of the child during the period of parental leave requested.

3.6.3 Foster Parent Leave

3.6.3.1 If you are a member of staff who is acting as the primary care-giver of a foster child you will be granted:

(i) up to 6 weeks on half pay on the child entering your care if the child is younger than 5 years of age; or,

(ii) 3 weeks leave on half pay on the child entering your care if the child is over 5 years and under 16 years of age.

3.6.4 Child Rearing Leave

3.6.4.1 In addition to and following immediately on from any other form of Parental Leave, a further 52 weeks Child Rearing Leave without pay will be made available to you for the care of pre-school age children in accordance with the University’s requirements, as established from time to time, for managing parental leave entitlements. Child-rearing leave is renewable annually for no more than 52 weeks at any one time provided that the total period of parental leave does not extend beyond the child reaching school age.

3.6.4.2 To avoid doubt, Child Rearing Leave is leave associated with the birth or adoption of a child for the purpose of sub-clause 3.6.2.4.

3.6.5 Unplanned Cessation of Parental Leave or Pregnancy Related Illness

3.6.5.1 Should it be necessary to alter authorised Parental Leave due to miscarriage or the death of a child, the following leave will be made available.

<table>
<thead>
<tr>
<th>Type</th>
<th>Leave available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maternity/Adoption</td>
<td>12 weeks paid leave and up to 14 weeks leave without pay.</td>
</tr>
<tr>
<td>Paternity</td>
<td>3 weeks paid leave and up to 14 weeks leave without pay</td>
</tr>
<tr>
<td>Child Rearing</td>
<td>14 weeks leave without pay</td>
</tr>
</tbody>
</table>

3.6.5.2 If you are a woman who is a member of staff, in the case of a pregnancy related illness during authorised Parental Leave you will, in addition to the Parental Leave at your ordinary salary rate provided for in sub-clause 3.6.2.1, have available such Parental Leave without pay as is specified in a certificate from a registered health practitioner.

3.6.5.3 To avoid doubt, pregnancy related illness includes an illness or occurrence giving rise to entitlements under Section 267 of the Act and authorised Parental Leave includes Parental Leave which would have been authorised had an application been made prior to the illness or occurrence.
3.7 Leave Without Pay

The University, at its absolute discretion, may grant you Leave Without Pay.

3.8 Extraordinary Leave

3.8.1 In extraordinary circumstances, the Vice-Chancellor may grant you such paid or unpaid leave in addition to that provided for in any other provision of this Agreement as the Vice-Chancellor, decides is warranted or required.

3.8.2 To avoid doubt, extraordinary circumstances include circumstances in which the granting and authorising of leave is required in order to comply with the provisions of Division 5, Personal Leave and Division 6, Parental Leave of Part 7 of the Act.

3.9 Personal Leave during Workers Compensation – Victoria

If your usual place of employment by the University is located in Victoria, Schedule 3 will apply to you.

SECTION 4: DEVELOPING, REWARDING AND MANAGING PERFORMANCE

4.1 Enhancing Excellence in Performance

4.1.1 In line with the Revised Strategic Plan 1999 – 2008 as referred to in sub-clause 1.3 you and the University will work to further develop excellence and enhance performance.

4.1.2 To achieve the required areas of learning to develop excellence and to enhance performance you will participate in the University Performance Planning and Review Programme for Academic Staff, as determined from time to time. To avoid doubt, although referred to in this Agreement, the Program does not form part of the Agreement.

4.2 Study Support

4.2.1 If you are a full-time Academic staff member and you successfully complete an accredited postgraduate award course of study relevant to the needs of the University, you may apply for financial study support in accordance with the University procedures, as established from time to time, relating to study support for Academic staff members.

4.3 Performance-Related Reward and Recognition

4.3.1 The requirements for Performance-related reward will be determined by the University from time to time and linked to assessment of performance undertaken in accordance with the processes for academic performance management, as applying at the relevant time. Payment of any performance-related reward to you will be subject to ongoing review. The payment may be reduced or withdrawn if, following a review of performance, the standard of performance which gave rise to the payment is not maintained.

4.4 Induction

4.4.1 If you are taking up an appointment at the University for the first time you are required to participate in the University induction program, including any additional modules that may be developed following the commencement of your appointment. To avoid doubt, although referred to in this Agreement, the University induction program does not form part of this Agreement.
4.5 Probationary Employment

4.5.1 If you have been offered employment subject to the satisfactory completion of a period of probation, you must not commence employment before accepting the terms and conditions to be satisfactorily met during the period of probation. Probation will be concurrent with but separate from any qualifying period of employment provided for by the Act.

4.5.2 During your period of probation you must co-operate with all University directions, as established from time to time, relating to probationary employment of Academic Staff.

4.5.3 Notwithstanding the provisions of this Agreement, the Vice-Chancellor may terminate your employment during your probationary period on performance grounds.

4.5.4 You will be advised of and be given an opportunity to respond to, any adverse material about you that will be taken in account if considering whether or not to terminate your employment upon or before the expiry of your period of probation.

4.5.5 If the Vice-Chancellor terminates your employment upon or before the expiry of your probationary period the provisions of clause 6.12.3 will apply.

4.6 Incremental Progression

4.6.1 In order to achieve progression to the next point on an incremental scale in Schedule 1, you must demonstrate that you have met the necessary performance requirements for incremental progression, as assessed and notified by your nominated supervisor following a performance review carried out in accordance with the University requirements and procedures, as established from time to time, for reviewing your performance.

4.6.2 Incremental progression will normally take effect from the anniversary date of your commencement at your present salary rate.

4.6.3 In line with sub-section 4.3 and the University’s processes, as established from time to time, for rewarding excellence in performance by staff members in certain circumstances, you may (if the University in its discretion so determines) progress by one additional incremental level to that which would normally annually apply under this sub-section.

4.7 Managing Staff Performance

4.7.1 Principles for Managing Performance

This clause does not apply to you if you are serving a period of probationary employment or a qualifying period of employment provided for by the Act.

This clause does not apply to circumstances where your nominated supervisors provides regular feedback on performance in the course of meeting ordinary operational requirements or as part of the performance review processes at ACU.

During any meetings to discuss performance conducted under this clause, you may choose to be assisted by a person of your choice, provided that person is not a practising barrister or solicitor.

Nothing in this clause prevents the relevant Executive Staff member, the relevant Core Planning Group member or the Vice-Chancellor from referring a question of possible unsatisfactory performance to your nominated supervisor or Manager for appropriate action.
4.7.2  **Mechanisms**

4.7.2.1 If your nominated supervisor concludes that your performance does not meet the expected standards, or if a question of possible unsatisfactory performance is referred to your supervisor, the supervisor will advise you of that conclusion or reference in writing and inform you that this clause has commenced to operate.

4.7.2.2 To assist you to address the performance concerns, you must promptly meet with your nominated supervisor. At the meeting the supervisor will:

(a) outline to you the nature of the improvement required in your performance and the time within which acceptable improvement is expected;
(b) outline the possible consequences if your performance does not improve; and,
(c) provide you with a written advice concerning the matters conveyed to you at the meeting; and
(d) explain to you the operation of the University’s requirements, as established from time to time, for managing unsatisfactory performance by staff and ensure that you have ongoing access to those requirements.

4.7.3  **Application of requirements**

4.7.3.1 Following completion of the mechanisms in clause 4.7.2, you must address the performance concerns in accordance with the requirements conveyed to you by your nominated supervisor under sub-clause 4.7.2.2 and co-operate in the application to you of the University’s requirements, as established from time to time, for managing unsatisfactory performance by staff.

4.7.4  **Further Action**

4.7.4.1 Should you be provided with a copy of a report provided to the relevant Core Planning Group Member relating to the unsatisfactory nature of your performance, you must, within ten working days of its provision, submit to the Core Planning Group member a written response to the report.

4.7.4.2 Should the Vice-Chancellor decide to consider whether, or not, to take disciplinary action in relation to the unsatisfactory nature of your performance, you will be so advised and provided with copies of the Reports that have given rise to that consideration and will be invited to respond to the matters raised in those Reports and to advise within five working days, in writing, any matters that you may wish the Vice-Chancellor to take into account at the time a decision as to disciplinary action is being considered.

4.7.4.3 If, following receipt of advice from the Vice-Chancellor in accordance with sub-clause 4.7.4.2, you believe that fair and proper procedures have not been followed in the application of the University’s requirements, as established from time to time, for managing unsatisfactory performance by staff, when responding to the invitation in the advice you may also seek to have that application reviewed by the University Visitor prior to the Vice-Chancellor considering a decision. The University Visitor will solely review the steps taken during the application of the requirements to establish whether you were afforded procedural fairness throughout that application. The University Visitor will submit a report on the findings of this review to the Vice-Chancellor.

4.7.4.4 When considering whether, or not, to take disciplinary action in relation to the unsatisfactory nature of your performance, the Vice-Chancellor will have regard to any response that you may make to the invitation referred to in sub-clause 4.7.4.2 and to any report submitted by the University Visitor in accordance with sub-clause 4.7.4.3.
4.7.4.5 If the Vice-Chancellor decides to take disciplinary action, the Vice-Chancellor will advise you in writing of the decision, the precise nature of the disciplinary action and the date of effect of the decision.

4.7.5 All actions of the Vice-Chancellor to discipline you will be final and are not matters to which Section 7, Settling Disputes of this Agreement apply. Provided that nothing in this clause will be construed as excluding the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction under the Act to deal with the matter.

SECTION 5 WORKING ARRANGEMENTS

5.1 You must at all times comply with the University principles and requirements for availability of Academic staff, as established from time to time. In particular, you must comply with those parts of the principles and requirements relating to availability for assigned teaching sessions during the spread of days and daily hours during which the University’s teaching programme may be delivered from time to time; scheduled University, Faculty and School meetings; and, interaction with students and with colleagues.

5.2 You must at all times comply with the University requirements, as established from time to time, for attendance on campus to perform the duties and responsibilities of your employment referred to in clause 2.1.1. The University will not indemnify you or provide workers compensation insurance coverage to you in relation to any off campus activities which you undertake without authorisation in accordance with those requirements.

5.3 Your workload will be assigned, following consultation with you, in accordance with the University requirements and procedures, as determined from time to time, for the allocation of Academic Staff workloads.

5.4 If, prior to your retirement from your employment referred to in clause 2.1.1, you have entered into a post-retirement arrangement with the University to perform work as a Casual Academic staff member under this Agreement following your retirement, your working arrangements will be in accordance with the University requirements, as established from time to time, for post-retirement work as a Casual Academic staff member and will not involve a workload exceeding 0.6 of the equivalent full-time workload.

SECTION 6: EMPLOYMENT MATTERS

6.1 Nothing in this Agreement will prevent the University from requiring you to provide to it documents or information which it requires to ensure that its employment of you would accord with or accords with the requirements of any federal or state legislation, including legislation enacted for the protection of children. The University may also require that you provide to it evidence of qualifications and/or of residency status.

6.2 Types of Employment

6.2.1 Nothing in this Agreement will prevent you from engaging in additional work as a casual staff member of the University.

6.2.2 If you are engaged to perform additional work as a casual staff member, the provisions of section 2, other than sub-section 2.2 and sub-clause 2.6.5; section 3; section 4; in the case of Casual General staff engagements, section 5; and, section 6, other than sub-section 6.9, sub-clause 6.12.1.2 and sub-clause 6.12.3.4, will not apply to any such engagement.

6.2.3 To avoid doubt, any additional work as a casual staff member will be separate from the work required of you and performed by you pursuant to your employment referred to in
clause 2.1.1: the hours worked during any engagement to perform additional work as a casual staff member will be separate from the hours required of you and worked by you pursuant to your employment referred to in clause 2.1.1 and will not count towards your Personal Leave entitlement or any other leave entitlement; and, the hours worked during any engagement to perform additional work as a casual staff member will not count towards any severance payments to which you may become entitled pursuant to your employment referred to in clause 2.1.1.

6.2.4 If you are engaged to perform Casual Academic staff work, you will work in accordance with the working arrangements applying to Casual Academic staff and you will be paid the appropriate casual academic wage rate for engagement to perform the particular work or the work of a position of the relevant classification at the University, in each case as applying at the particular time.

6.2.5 If you are engaged as a Casual Academic staff member, you will participate in the University casual academic staff performance management, development and review processes as applying at the particular time.

6.2.6 If you are engaged to perform Casual Teacher in a Centre of the University, you will work in accordance with the working arrangements applying to Teachers in a Centre of the University and you will be paid the appropriate Casual Teaching wage rate for engagement to perform the particular work, in each case as applying at the particular time.

6.2.7 If you are engaged as a Teacher in a Centre of the University, you will participate in the University Casual Teacher performance management, development and review processes as applying at the particular time.

6.2.8 If you are engaged to perform Casual General staff work, you will work in accordance with the working arrangements applying to Casual General staff and you will be paid the appropriate casual general staff wage rate for engagement to perform the work of a position of the relevant classification at the University, in each case as applying at the particular time.

6.2.9 If you are engaged as a Casual General staff member, you will participate in the University casual general staff performance management, development and review processes as applying at the particular time.

6.3 Continuing Employment

6.3.1 Continuing employment will mean employment on a full or part-time basis with no specified end date.

6.3.2 Continuing employment is terminable by your death, resignation or retirement; by your abandonment of employment; by you being declared redundant; or by your employment being otherwise terminated by the University in accordance with this Agreement.

6.4 Full-Time Employment

Full-time employment means employment other than part-time or casual employment and may be on a fixed-term or continuing basis. For the purposes of this Agreement the normal ordinary weekly hours for a full-time staff member are 35 hours.

6.5 Part-Time Employment

Part-time employment means employment for less than the normal ordinary weekly hours for a full-time staff member and for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked.
6.6 Fractional Employment

Fractional employment means employment for a fixed number of weeks in the year which is less than 52 weeks, and for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the weeks worked in the year.

6.7 Fixed-Term Employment

6.7.1 Fixed-term employment means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment or, in lieu of a finishing date, the circumstance(s) or contingency, upon the occurrence of which the term of the employment will expire.

6.7.2 Any second or subsequent fixed-term contract to perform the same work will not contain a probationary period.

6.7.3 Fixed-term employment is terminable by the expiry of the contract of employment in accordance with its terms, by your death, resignation or retirement; by your abandonment of employment; by your retrenchment prior to the expiry of the contract of employment in accordance with its terms; or by your employment being otherwise terminated by the University in accordance with the Act or this Agreement.

6.7.4 Provision of Notice for Fixed-Term Staff

6.7.4.1 If you are a fixed-term staff member the University will provide you with written notice as to whether or not it intends to offer you further fixed term employment upon the expiry of your existing contract of employment in accordance with its terms.

6.7.4.2 The notice will be given prior to the expiry date of the term your existing contract of employment as outlined in Table 1 of Schedule 2 of this Agreement.

6.7.5 Severance Pay

6.7.5.1 If you are a fixed-term staff member and the University does not offer you further fixed term employment upon the expiry of your existing contract of employment in accordance with its terms you will only be entitled to a severance payment as outlined in Table 2 of Schedule 2 of this Agreement if you:

(i) are employed on a single fixed-term contract of 3 years or more; or,

(ii) are employed on a second or subsequent fixed-term contract and the total period of continuous fixed-term service is for a period of 3 years or more.

The provisions of this sub-clause do not apply to you if you are employed on a fixed-term contract which you have entered into to give effect to a transition to retirement strategy (a pre-retirement contract) or if you are a student of the University.

6.7.5.2 Notwithstanding the provisions of clause 3.4, if you are a fixed-term staff member with 5 or more years of continuous service but less than 7 years continuous service, and your contract of employment is not renewed you will, in addition to the relevant severance payment in this clause, be entitled to a payment in lieu of long service leave calculated at the rate of 1.3 weeks per year of service.

6.7.5.3 If you are a fixed-term staff member employed after 29 November 2005 and your contract of employment is not renewed in circumstances where you seek to continue the employment, and you have less than three year’s continuous service you will only be paid severance as outlined in Table 3 of Schedule 2 of this Agreement in the following circumstances:
(i) the work is continuing but another person has been appointed to the position; and,
(ii) you were first appointed following a competitive and merit-based selection process.

6.7.5.4 If you are a fixed-term staff member employed on or before 29 November 2005 and your contract of employment is not renewed in circumstances where you seek to continue the employment, and you have less than three year’s continuous service you will only be paid severance as outlined in Table 4 of Schedule 2 of this Agreement in the following circumstances:

(i) you are employed on a second or subsequent fixed term contract for research only or for a specific task or project and the same or substantially the same duties are no longer required by the University, or
(ii) you are employed on a second or subsequent fixed term contract for research only or for a specific task or project, but another has been appointed, or is to be appointed, to perform the same or substantially the same duties.

6.7.5.5 For the purposes of payment for severance under sub-clauses 6.7.5.1, 6.7.5.3 and 6.7.5.4, breaks between fixed term appointments of up to two times per year and of up to six weeks on each occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

6.7.5.6 Where the University advises you in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then payment of severance benefits under sub-clauses 6.9.5.1, 6.7.5.3 and 6.9.5.4 may be deferred for a maximum period of four weeks from the expiry of the period of fixed term employment.

6.7.5.7 If the University finds equivalent alternative employment for you and you are otherwise entitled to severance payment under this clause, then you are not entitled to severance payment.

6.7.6 Re-Appointment of Fixed-Term Staff

6.7.6.1 If you are employed in a fixed-term position classified other than at Levels D or E and the University decides that the position is to be made continuing, and you were employed after 29 November 2005 and have satisfactorily completed at least three years of continuous service in that position on two or more fixed-term appointments, you may apply for appointment to the continuing position, subject to you:

(i) having been originally appointed following an open competitive and merit-based selection process;
(ii) meeting the criteria for appointment to the University for the classification level of the position; and,
(iii) being assessed as performing satisfactory following performance reviews under the appropriate process provided for under sub-sections 4.3 and 4.6.

6.7.6.2 If you apply under sub-clause 6.7.6.1 the University will consider your application before deciding whether the continuing position is to be advertised.

6.7.6.3 If you are employed in a fixed-term position classified other than at Levels D or E and the University decides that the position is to be made continuing, and you were employed on or before 29 November 2005 and have satisfactorily completed at least five years of continuous service in that position on one or more fixed-term appointments, the University will offer you a continuing appointment to the position, subject to you:
(i) having been originally appointed following an open competitive and merit-based selection process;
(ii) meeting the criteria for appointment to the University for the classification level of the position; and,
(iii) being assessed as performing satisfactory following performance reviews under the appropriate process provided for under sub-sections 4.3. and 4.6.

6.8 Sessional Employment

Sessional employment means employment for a specified period during the year, which is normally related to a teaching session as set out in the University calendar.

6.9 Casual Employment

6.9.1 Casual employment means engagement to perform work on a non-continuing basis for which payment is made at an hourly wage rate which includes a casual loading of 23%. This loading is in compensation for the casual nature of the engagement and all leave entitlements including but not limited to personal leave, public holidays, annual leave, long service leave and annual leave loading.

6.10 Work-Life Balance Arrangements

6.10.1 You may request to change from full-time work to part-time work or to reduce the quantum of your part-time appointment, either on a temporary or ongoing basis, if your personal or family responsibility circumstances change.

6.10.2 You and another suitably qualified and skilled staff member of the same classification level may jointly request the University to consider a job sharing proposal.

6.11 Transfers

6.11.1 Notwithstanding any other provision of this Agreement, the University may transfer you into another position at your current classification level provided that:

   (i) you will not be required to relocate from one State/Territory to another as a result of the transfer; and,

   (ii) if you are a staff member in Victoria, you will not be required to transfer from Melbourne to Ballarat, or vice versa, as a result of the transfer.

6.11.2 You may request, in writing, that the University transfer you into another position at your current classification level requiring the application of the same professional skills. The University will consider your request if a vacant position requiring your particular skills and qualifications and consistent with the University's operational requirements is available.

6.12 Separation from Employment

6.12.1 Separation at your Initiative

6.12.1.1 Other than if you work on a casual basis, you are required to give to the University not less than two weeks notice of separation from employment with the University. If you fail to give the University this period of notice, the University will have the right to deduct from monies owing to you an amount equal to your ordinary time rate of pay for the period of notice not given.

6.12.1.2 If you have a casual engagement you are required to give a minimum of one hour’s notice of separation from that employment.
6.12.2  Separation due to Abandonment of Employment

6.12.2.1  If the University has reasonable ground to believe that you are absent from work, other than on authorised leave, for a period of 5 days or more and have not made reasonable efforts to inform your nominated supervisor, or the next most senior officer, of the reason for such absence, and thereafter leave is not authorised, the University may deem you to have abandoned your employment in accordance with the University requirements and procedures, as established from time to time, for the management of abandonment of employment.

6.12.3  Separation at the Initiative of the University

6.12.3.1  The University may terminate your employment referred to in clause 2.1.1 at any time by giving you notice or, at its absolute discretion, compensation instead of notice, as set out in Table 5 of Schedule 2 of this Agreement, provided that:

(i)  the University may, without notice, end your employment if you are found to have engaged in conduct of a kind envisaged in Section 661 of the Act such that it would be unreasonable to require the University to continue employment during a period of notice;

(ii)  if the period of notice specified in your Contract of Employment is greater than that required in Table 5, the greater period will be applied.

6.12.3.4  The University may terminate a casual engagement by giving you one hour’s notice.

6.12.4  Separation from Employment for Medical Reasons

6.12.4.1  The provisions of this clause are a complete code and do not apply during a qualifying period of employment or during a period of probation.

6.12.4.2  Nothing in this clause is intended to preclude you from initiating separation from employment on medical grounds or from applying to your superannuation fund for ill-health retirement or temporary disability benefit.

6.12.4.3  If the University believes there is doubt regarding your capacity to perform the duties of your position, you may be required to undergo a medical examination. The University will choose a medical practitioner to conduct the medical examination at the expense of the University. The University will provide you with written notice of not less than four weeks, except in exceptional circumstances, of the time or place of the examination.

6.12.4.4  If, within the notice period referred to in sub-clause 6.12.4.3, you elect to apply to your superannuation fund for ill-health retirement or temporary disability benefit and provide the University with evidence of the application and of your cooperation with the superannuation fund in the processing of the application, the requirement to undergo a medical examination will be deferred. In this case, subject to the provisions of this clause, the University will take no further action until such time as the superannuation fund has reached a decision on the application.

6.12.4.5  In the event the superannuation fund determines that, for the purposes of entitlements under the fund, you have the capacity to perform the duties of your position, in line with the University’s duty of care to you, the University will require you to immediately undergo the deferred medical examination or give you a further Notice under sub-clause 6.12.4.3.

6.12.4.6  Where a medical examination is conducted in accordance with this clause, the practitioner conducting the examination will be asked to advise whether you are unable to perform your duties and are unlikely to be able to resume those duties within a reasonable time, being not less than twelve months. A copy of the medical practitioner’s
report will be made available to the University. The University will supply a copy of the report to you, together with written advice that an application to refer the report to a panel of medical practitioners for review may be made by either you or the University within 14 days of the medical report being supplied you.

6.12.4.7 Notwithstanding the provisions of sub-clause 6.12.4.4, where you have been continually absent from employment on account of a medical condition which has been the subject of examination under sub-clause 6.12.4.3, and the absence has been for a period of not less than twelve months, the University may terminate your employment by providing 12 months notice, or notice equal to the period before your contract of employment expires in accordance with its terms, whichever is the lesser, or, at its absolute discretion, pay in lieu thereof.

6.12.4.8 If you are given a Notice under sub-clause 6.12.4.3, the Vice-Chancellor may construe your failure to undergo the required medical examination as prima facie evidence that a medical examination would have found you unable to perform your duties and unlikely to be able to resume them within twelve months. In this case, the Vice-Chancellor may provide you with 12 months notice, or notice equal to the period before your contract of employment expires in accordance with its terms, whichever is the lesser, or, at her or his absolute discretion, payment of compensation in lieu of such notice. However, such a failure by you in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

6.13 Summary Dismissal

6.13.1 Nothing in this Agreement will limit the right of the University to summarily dismiss you in accordance with the Act if your misbehaviour or deliberate acts constitute serious misconduct regarded by the University as so grave as to warrant summary dismissal.

6.13.2 For the purposes of this clause, conduct that is so grave as to warrant summary dismissal will include that specified in Section 661 of the Act and the concomitant Regulations.


6.14.1 The provisions in this Agreement relating to redundancy and retrenchment are a complete code and do not apply during a qualifying period of employment or during a period of probation.

6.15 Notification of Redundancy

6.15.1 If the University takes a decision that will give rise to the redundancy of your position and which, unless you are redeployed or relocated in accordance with sub-section 6.16, will result in your retrenchment, the University will inform you and will notify the time when, or the period over which, the University intends to consider retrenchment.

6.15.2 At the same time as providing the above information, the University will invite you to participate in consultation on measures to minimise the adverse effects of its decision. These measures may include relocation, redeployment, voluntary early retirement or secondment.

6.15.3 You may choose to be assisted during the consultation by a person of your choice, providing that person is not a practicing solicitor or barrister.

6.15.4 Following the consultative process, the University will decide which, if any, measures to minimise the adverse effects of its decision will be pursued, either jointly or singly, as appropriate, in the circumstances.
6.16 Redeployment, Relocation and Retraining

6.16.1 Principles

6.16.2 To avoid the need for retrenchment in cases of redundancy, the University reserves the right to redeploy and/or relocate you to another suitable position, wherever possible by transfer in accordance with clause 6.11.1. You will not unreasonably decline to accept redeployment, relocation, training or retraining.

6.16.3 In redeploying you to a suitable vacancy, the University will have regard to the needs of the University and any or all of your:

- skills and knowledge;
- substantive classification;
- salary level;
- retraining requirements;
- physical and/or health requirements;
- present residential location; and,
- capacity to move to another campus.

6.17 Income Maintenance

6.17.1 If you are redeployed to a position classified at a lower level you will continue to receive your existing rate of salary for a period of no more than 12 months from the date of redeployment, after which you will receive the salary applicable to the classification of the position into which you have been redeployed.

6.18 Termination by Retrenchment

6.18.1 Where the University is not able to identify a position into which you may be redeployed you will be given notice of termination by retrenchment. The period of notice will be in accordance with Table 6 in Schedule 2 of this Agreement.

6.18.2 The maximum period of notice will be 52 weeks or, if you are a fixed-term member of staff, 52 weeks or the period before your contract of employment expires in accordance with its terms, whichever is the lesser.

6.18.3 The period of notice given to you in accordance with this sub-clause will not be extended by any period of leave taken by you during the notice period.

6.18.4 During the period of notice, you will be allowed up to one day’s time off without loss of pay during each week for the purpose of seeking other employment.

6.19 Severance Pay

6.19.1 If your employment is terminated by retrenchment you will be paid severance pay in accordance with Table 7 in Schedule 2 of this Agreement:

6.19.2 Severance payments:

- If you are a fixed-term member of staff, will not exceed the amount that you would have earned if employment with the University had proceeded to the day of the expiry of your existing contract of employment in accordance with its terms;
Terms of AWA Offered

- will be varied to take account of the date of your commencement with a new employer, if the University arranges equivalent or acceptable alternative employment outside the University for you.

6.20 Voluntary Early Retirement

6.20.1 If you are within two years of the eligible retirement date prescribed by your superannuation fund and you are provided with notice in accordance with clause 6.15.1 you may apply for voluntary early retirement. If the University approves an application from you for voluntary early retirement, the benefit payable to you will be based on the following:

- four weeks salary conditional upon cessation of employment no later than the end of the semester in which the notice under clause 6.15.1 has been given to you or another date mutually agreed with the University; plus,
- two weeks of salary for each completed year of service up to a maximum benefit of 52 weeks.

6.21 Action to Address Misconduct or Serious Misconduct

6.21.1 The provisions of this sub-section are a complete code to address Misconduct or Serious Misconduct. The provisions do not apply during a qualifying period of employment or during a period of probation.

6.21.2 Principles

6.21.2.1 The provisions of this sub-section in no way restrict the University from carrying out investigations relating to the consequences of your conduct or of a former staff member’s conduct when required to do so in the public interest.

6.21.2.2 The University may initiate an investigative process that might give rise to disciplinary action for misconduct or serious misconduct where it appears that you may have committed a breach of the law or a breach of any University directions or requirement, or otherwise engaged in misbehaviour.

6.21.2.3 Nothing in this Agreement prevents an Executive Staff member, a Core Planning Group member or the Vice-Chancellor from referring a question of possible misconduct or serious misconduct to a supervisor for appropriate action or from undertaking an enquiry into your behaviour.

6.21.2.4 Throughout the proceedings associated with misconduct or serious misconduct, you may choose to be assisted by a person of your choice, provided that person is not a practising barrister or solicitor.

6.21.2.5 The Vice-Chancellor may at any time suspend you with pay if of the view that the alleged conduct would amount to conduct of a kind envisaged in section 661(1) and (7) of the Act so that it would be unreasonable to continue your attendance at work pending further investigation.

6.21.3 Process to Address Misconduct/Serious Misconduct

6.21.3.1 If, following preliminary inquiries, which may include discussions with you, your nominated supervisor reasonably forms a view that your behaviour is not acceptable, the supervisor will counsel you on the nature of the improvement required and the time within which reasonable improvement is expected, unless the supervisor determines that in the circumstances it is not appropriate to follow this course of action.

6.21.3.2 If your behaviour has not improved as required within the expected time, or if your nominated supervisor determines that in the circumstances it is not appropriate to
counsel you, the supervisor will submit a report to the Executive Staff member for her/his consideration and also provide a copy to you.

6.21.3.3 If the Executive Staff member concludes that the required improvements in behaviour have not been achieved, or that the circumstances require a different form of management, the report will be endorsed to this effect and referred to the Core Planning Group member and you will be so advised.

6.21.3.4 Upon receipt of advice of a report’s referral you must submit a written response to the report to the Core Planning Group Member within 10 days, or any longer period of time notified to you.

6.21.3.5 When considering the report and your response, the Core Planning Group Member must first be satisfied that the matter has been appropriately and fairly managed in line with the University requirements, as established from time to time, for addressing misconduct/serious misconduct and must require rectification of any substantive non-compliance with those requirements.

6.21.3.6 The Core Planning Group Member may then decide to address the matter in line with the University requirements, as established from time to time, including possible submission to the Vice-Chancellor with a recommendation that action be considered in relation to misconduct or serious misconduct.

6.21.3.7 If, on consideration of the report and your response, the Vice-Chancellor decides that the matter/s warrants further investigation, then the Vice-Chancellor will notify you of the allegations in writing and invite you to submit a written response within ten working days.

6.21.3.8 If you admit in part or full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, then the Vice-Chancellor may take disciplinary action in relation to your admission(s).

6.21.3.9 If you deny any part of the allegation/s, or fail to submit a written response, the Vice-Chancellor may counsel and/or censure you for unsatisfactory behaviour and take no other action; or refer the matter for investigation.

6.21.4 Investigation of Misconduct/Serious Misconduct

6.21.4.1 Where allegations are referred for investigation an Investigator will be appointed by the Vice-Chancellor to investigate and prepare a report on the allegations.

6.21.4.2 In conducting an investigation an Investigator will operate in camera to inquire into and prepare a report on the facts relating to the allegations in accordance with the University requirements, as established from time to time, for addressing misconduct/serious misconduct.

6.21.5 Action by the Vice-Chancellor

6.21.5.1 On receipt of the report of an Investigator, and having considered its findings, the Vice-Chancellor may:
- if satisfied that no misconduct or serious misconduct has occurred, promptly so advise you in writing; or,
- if satisfied that misconduct or serious misconduct has occurred, take disciplinary action in accordance with this Agreement.

6.21.5.2 All actions of the Vice-Chancellor to discipline you will be final and are not matters to which Section 7 Settling Disputes of this Agreement apply. Provided that nothing in this sub-clause will be construed as excluding the jurisdiction of any court or tribunal.
which, but for this sub-clause, would have jurisdiction under the Act to deal with the matter.

6.21.6 **Notice Periods in Relation to Misconduct**

If, in accordance with provisions of this clause, the Vice-Chancellor decided to terminate your employment, you will be given notice or, at the Vice-Chancellor’s absolute discretion, compensation in place of Notice as provided in Table 8 in Schedule 2.

6.22 **Application of Section 7, Settling Disputes**

Section 7, Settling Disputes, does not apply to actions to terminate employment taken pursuant to clause 6.12.2, Separation due to Abandonment of Employment, clause 6.12.3, Separation at the Initiative of the University, clause 6.12.4, Separation from Employment for Medical Reasons, sub-section 6.13, Summary Dismissal and sub-section 12.18, Termination by Retrenchment, or to actions to address misconduct or serious misconduct which rely on sub-section 6.21. Provided that nothing in this sub-clause will be construed as excluding the jurisdiction of any court or tribunal which, but for this sub-clause, would have jurisdiction under the Act to deal with the matter.

**SECTION 7: SETTLING DISPUTES**

7.1 The provisions and procedures in this section will be observed for settling disputes about matters arising from this Agreement between you and the University.

7.2 You and the University will first attempt to resolve the matter at the workplace level by following procedures including, but not limited to:

(i) you and your nominated supervisor meeting and conferring on the matter; and
(ii) if the matter is not resolved at such a meeting, you having further discussions involving more senior levels of management (as appropriate);

7.3 You and the University have the right to appoint, in writing, another person, other than a currently practising solicitor or barrister, as a representative in relation to resolving a matter in dispute using the procedures in sub-section 7.2.

7.4 You and the University agree to allow the other to refer a matter in dispute under this section for conciliation by the Commission, if the matter has not been resolved after using the procedures in sub-section 7.2.

7.5 You and the University agree that if either refers a matter for conciliation by the Commission, each must genuinely attempt to resolve the matter in dispute using the conciliation process.

7.6 You and the University have the right to appoint, in writing, another person as a representative in relation to the conciliation process.

7.7 You and the University agree that if either refers a matter to the Commission for conciliation under sub-section 7.4, the Commission’s powers will be limited to only the powers in sub-Sections 701(2) and (3) of the Act. The Commission must conduct the conciliation process in accordance with Section 712 of the Act.

7.8 You and the University agree that during the time when attempting to resolve the matter:

(i) you will continue to work in accordance with your contract of employment unless you have a reasonable concern about an imminent risk to your health or safety;
(ii) subject to relevant provisions of any State or Territory occupational health and safety law, even if you have a reasonable concern about an imminent risk to your health or safety, you must not unreasonably fail to comply with a direction by your employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for you to perform; and

(iii) there must be cooperation to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

SECTION 8: THE UNIVERSITY AND STAFF WORKING TOGETHER

8.1 Consultation

8.1.1 The University will, if practicable, consult with you about workplace matters directly affecting you, as an employee. Throughout the processes of consultation, you may choose to be assisted by a representative of your choice, providing that person is not currently a practising solicitor or barrister.

8.1.2 University practices, as established from time to time, provide for communication and consultation with you through a variety of mechanisms. You are obliged to access information provided through these mechanisms and to maintain personal awareness of institutional practices, requirements, issues and developments through such access.

SECTION 9: OTHER MATTERS

9.1 Severability

If a clause or part of a clause in this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Agreement is illegal, unenforceable or invalid, that clause or part must be treated as removed from this document, but the rest of this document must not be affected.

9.2 Law and Jurisdiction

This Agreement shall be governed by the Federal law of the Commonwealth of Australia and any legal proceedings in relation to the Agreement or to the employment relationship between you and the University shall be commenced only in a Federal court of the Commonwealth. To avoid doubt, except as provided by the Act, no legislation of any State or Territory of the Commonwealth will apply to the employment relationship between you and the University and no State Court, Tribunal, Commission or Ombudsman will have jurisdiction in relation to that relationship.

9.3 Duress

You agree that you genuinely consent to making the Agreement with the University and that you have not been placed under duress to agree to the Agreement.
### Schedule 1 – Academic Staff Salary Tables

For wage increase components see sub-clauses 2.1.2.2 to 2.1.2.5, inclusive.

#### Academic Staff Salary Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>2006 Increase</th>
<th>2007 Increase</th>
<th>2008 Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Component 1, 2)</td>
<td>(Component 1)</td>
<td>(Component 1)</td>
</tr>
<tr>
<td>Academic Level A, Increment 1</td>
<td>$42,918</td>
<td>$45,064</td>
<td>$47,204</td>
</tr>
<tr>
<td>Academic Level A, Increment 2</td>
<td>$45,371</td>
<td>$47,639</td>
<td>$49,902</td>
</tr>
<tr>
<td>Academic Level A, Increment 3</td>
<td>$47,821</td>
<td>$50,212</td>
<td>$52,597</td>
</tr>
<tr>
<td>Academic Level A, Increment 4</td>
<td>$50,273</td>
<td>$52,787</td>
<td>$55,294</td>
</tr>
<tr>
<td>Academic Level A, Increment 5</td>
<td>$52,267</td>
<td>$54,880</td>
<td>$57,487</td>
</tr>
<tr>
<td>Academic Level A, Increment 6</td>
<td>$54,259</td>
<td>$56,972</td>
<td>$59,678</td>
</tr>
<tr>
<td>Academic Level A, Increment 7</td>
<td>$56,253</td>
<td>$59,065</td>
<td>$61,871</td>
</tr>
<tr>
<td>Academic Level A, Increment 8</td>
<td>$58,244</td>
<td>$61,156</td>
<td>$64,081</td>
</tr>
<tr>
<td>Academic Level B, Increment 1</td>
<td>$61,312</td>
<td>$64,377</td>
<td>$67,435</td>
</tr>
<tr>
<td>Academic Level B, Increment 2</td>
<td>$63,611</td>
<td>$66,792</td>
<td>$69,964</td>
</tr>
<tr>
<td>Academic Level B, Increment 3</td>
<td>$65,909</td>
<td>$69,204</td>
<td>$72,491</td>
</tr>
<tr>
<td>Academic Level B, Increment 4</td>
<td>$68,209</td>
<td>$71,620</td>
<td>$75,021</td>
</tr>
<tr>
<td>Academic Level B, Increment 5</td>
<td>$70,508</td>
<td>$74,033</td>
<td>$77,549</td>
</tr>
<tr>
<td>Academic Level B, Increment 6</td>
<td>$72,808</td>
<td>$76,448</td>
<td>$80,080</td>
</tr>
<tr>
<td>Academic Level C, Increment 1</td>
<td>$75,104</td>
<td>$78,860</td>
<td>$82,605</td>
</tr>
<tr>
<td>Academic Level C, Increment 2</td>
<td>$77,405</td>
<td>$81,275</td>
<td>$85,136</td>
</tr>
<tr>
<td>Academic Level C, Increment 3</td>
<td>$79,703</td>
<td>$83,689</td>
<td>$87,664</td>
</tr>
<tr>
<td>Academic Level C, Increment 4</td>
<td>$82,004</td>
<td>$86,104</td>
<td>$90,194</td>
</tr>
<tr>
<td>Academic Level C, Increment 5</td>
<td>$84,299</td>
<td>$88,514</td>
<td>$92,719</td>
</tr>
<tr>
<td>Academic Level C, Increment 6</td>
<td>$86,602</td>
<td>$90,932</td>
<td>$95,251</td>
</tr>
<tr>
<td>Academic Level D, Increment 1</td>
<td>$90,434</td>
<td>$94,956</td>
<td>$99,467</td>
</tr>
<tr>
<td>Academic Level D, Increment 2</td>
<td>$93,497</td>
<td>$98,172</td>
<td>$102,835</td>
</tr>
<tr>
<td>Academic Level D, Increment 3</td>
<td>$96,563</td>
<td>$101,391</td>
<td>$106,208</td>
</tr>
<tr>
<td>Academic Level D, Increment 4</td>
<td>$99,629</td>
<td>$104,611</td>
<td>$109,580</td>
</tr>
<tr>
<td>Academic Level E, Increment 1</td>
<td>$116,491</td>
<td>$122,316</td>
<td>$128,126</td>
</tr>
</tbody>
</table>
Schedule 2 – Employment Matters Tables

The following tables are to be read in relation to Section 6 – Employment Matters of this Agreement.

Table 1  Provision of Notice for fixed-term staff

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period Of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week, or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>At least 2 weeks, or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks, or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 4 weeks, or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>Over 45 years and greater than 2 years continuous service</td>
<td>Plus one additional week to the above</td>
</tr>
<tr>
<td>In circumstances where it is not possible to give the preceding notice due to external funding arrangement and this is advised in writing to the staff member</td>
<td>Earliest practicable date</td>
</tr>
</tbody>
</table>

Table 2  Severance Pay for eligible staff employed after 29 November 2005 for a period of 3 years or more

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years or more and less than 4 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>4 years or more and less than 5 years</td>
<td>5 weeks’ pay</td>
</tr>
<tr>
<td>5 years or more and less than 6 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>6 years or more and less than 7 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>7 years or more and less than 8 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>8 years or more and less than 9 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>9 years or more and less than 10 years</td>
<td>9 weeks’ pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks’ pay</td>
</tr>
<tr>
<td>Over 45 years and greater than 2 years continuous service</td>
<td>Plus one additional week to the above</td>
</tr>
</tbody>
</table>

Table 3  Severance Pay for eligible staff employed after 29 November 2005 for a period less than 3 years

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or more and less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years or more and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>Over 45 years and greater than 2 years continuous service</td>
<td>Plus one additional week to the above</td>
</tr>
</tbody>
</table>
Table 4  Severance Pay for eligible staff employed on or before 29 November 2005

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>4 weeks' pay</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>13 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks' pay</td>
</tr>
<tr>
<td>5 years or more</td>
<td>17 weeks' pay</td>
</tr>
<tr>
<td>Over 45 years and greater than 2 years continuous service</td>
<td>Plus one additional week to the above</td>
</tr>
</tbody>
</table>

Table 5  Separation at the initiative of the University

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Staff</td>
</tr>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Over 45 years of age</td>
<td>Plus 1 additional week to the above</td>
</tr>
</tbody>
</table>

Table 6.  Notice of Termination in relation to retrenchment

Service-based notice period

| Completed years of continuous service at time of giving notice | Relevant notice period | |
|---------------------------------------------------------------|------------------------|
| Less than or equal to 10 years of service                      | 3 weeks for every year |
| More than 10 years of service                                 | 30 weeks plus 2 weeks for every year in excess of 10 years |
| Over 45 years old, only where employment type is fixed term   | Add 1 week for each year of service |

Age-based notice period, only where employment type is continuing

<table>
<thead>
<tr>
<th>Age at time of giving notice</th>
<th>Add to service-based notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 years of age or older</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40 to 44 years of age</td>
<td>20 weeks</td>
</tr>
<tr>
<td>Less than 40 years of age</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>
Table 7  Severance Pay in relation to retrenchment

<table>
<thead>
<tr>
<th>Completed continuous years of service</th>
<th>No. of weeks salary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less than 45 years of age</td>
<td>45 years of age or older</td>
</tr>
<tr>
<td>Less than 1</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>7</td>
<td>8.75</td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td>12.5</td>
</tr>
<tr>
<td>4</td>
<td>13</td>
<td>16.25</td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>18.75</td>
</tr>
<tr>
<td>6</td>
<td>17</td>
<td>21.25</td>
</tr>
<tr>
<td>7</td>
<td>19</td>
<td>23.75</td>
</tr>
<tr>
<td>8</td>
<td>21</td>
<td>26.25</td>
</tr>
<tr>
<td>9</td>
<td>23</td>
<td>28.75</td>
</tr>
<tr>
<td>10</td>
<td>31.25</td>
<td>31.25</td>
</tr>
<tr>
<td>11</td>
<td>33.75</td>
<td>33.75</td>
</tr>
<tr>
<td>12</td>
<td>36.25</td>
<td>36.25</td>
</tr>
<tr>
<td>13</td>
<td>38.75</td>
<td>38.75</td>
</tr>
<tr>
<td>14</td>
<td>41.25</td>
<td>41.25</td>
</tr>
<tr>
<td>15</td>
<td>43.75</td>
<td>43.75</td>
</tr>
<tr>
<td>16</td>
<td>46.25</td>
<td>46.25</td>
</tr>
<tr>
<td>17</td>
<td>48.75</td>
<td>48.75</td>
</tr>
<tr>
<td>18</td>
<td>51.25</td>
<td>51.25</td>
</tr>
<tr>
<td>19 or more</td>
<td>52.18</td>
<td>52.18</td>
</tr>
</tbody>
</table>

Table 8  Notice Periods in relation to misconduct

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Over 45 years and greater than 2 years continuous service</td>
<td>Plus one additional week to the above</td>
</tr>
</tbody>
</table>
Schedule 3 – Personal Leave during Workers Compensation – Victoria

The application of this Schedule is limited in accordance with sub-section 3.9.

1. If you receive compensation payments made under the *Workers Compensation Act 1958 (Vic)* in relation to total or partial incapacity arising as a consequence of an injury sustained in the course of your employment by the University [worker compensation], instead of the period of Personal Leave provided for in sub-section 3.2 the University will grant you Personal Leave of up to a maximum of 52 weeks, either as a continuous period or as an aggregated period, in respect of any one injury.

2. If, during a period of Personal Leave granted under paragraph 1, you receive workers compensation in relation to a second injury sustained in the course of your employment by the University, calculation of the maximum period of 52 weeks Personal Leave under that paragraph will recommence from the first day upon which workers compensation in relation to the second injury commences.

3. If Personal Leave is authorised under paragraph 1, during that leave you will be paid at your ordinary rate immediately before the injury occurred, from which will first be deducted any workers compensation paid to you during the particular pay period and any payment received by you in relation to your incapacity from a superannuation fund to which the University makes payments in accordance with sub-section 2.6 of this Agreement, and, if the workers compensation relates to your partial incapacity, any amount you earned from employment during the particular pay period, whether such employment was by the University or by any other employer, subject to paragraph 4.

4. You must promptly comply with any request or direction by the University to provide documents evidencing payments of workers compensation to you, payment received by you in relation to your incapacity from a superannuation fund and earnings by you from employment by other employers during a period of leave granted under paragraph 1. The University may withhold payments under paragraph 3 until you comply with any such request on direction to its satisfaction.

5. If you initiate proceedings at common law in relation to an injury in relation to which leave has been granted leave under paragraph 1, whether against the University or another entity, you must promptly inform the University and provide it with a copy of the originating process and all other documents filed in the proceeding that it may direct you to provide.

6. If you initiate proceedings in the nature of those referred to in paragraph 5 and in those proceedings you are awarded damages which include damages for loss of income, you must repay to the University, and the University may recover from you, all payments made to you by the University under paragraph 3, or that part of the awarded damages which is referable to damages for loss of income, whichever is the lesser.

7. The University will not authorise Personal Leave for any other purpose concurrently with any period of Personal Leave granted under paragraph 1.