AUSTRALIAN CATHOLIC UNIVERSITY

STAFF ENTERPRISE AGREEMENT 2010 – 2013
AUSTRALIAN CATHOLIC UNIVERSITY LIMITED
(ABN 15 050 192 660)

STAFF ENTERPRISE AGREEMENT 2010 - 2013

SECTION 1 AGREEMENT ARRANGEMENTS

1.1 TITLE

This Agreement shall be referred to as the: Australian Catholic University Staff Enterprise Agreement 2010 - 2013.

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1.3 DEFINITIONS

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

In this Agreement, the following definitions shall apply:

(i) “Academic staff member” means a staff member employed in accordance with the terms of this Agreement and whose salary is prescribed by Part A of Schedule 1.

(ii) “Act” means the Fair Work Act, 2009 (as amended).

(iii) “Afternoon shift” means any shift finishing after 7:00 pm and at or before midnight.

(iv) “Broken shift” means an ordinary shift worked in two periods of duty during the hours 7:30 am to 7:00 pm.

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

(vi) “Consultation” means providing the individual staff member or other relevant person(s) with a bona fide opportunity to influence the decision maker. Consultation is not perfunctory advice on what is to happen, this is a common misconception. Consultation is not a joint decision making process or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed.

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

(viii) “Disciplinary action” means action taken by the University to discipline a member of staff formally for unsatisfactory performance, misconduct or serious misconduct. Formal disciplinary action may only be taken by the Vice-Chancellor in line with the procedures for disciplining a staff member set out in this Agreement. Formal disciplinary action may include but is not limited to one or more of the following:

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

(ix) “Executive Planning Group member” refers to the Vice-Chancellor and one or more of the Deputy-Vice-Chancellors, the Executive Deans and Directors, and any other senior University officer, as determined by the Vice-Chancellor from time to time.

(x) “General staff member” means a staff member who occupies a position classified in accordance with the DWM descriptors and is paid in accordance with the salaries set out in Part B of Schedule 1. A general staff member may also be referred to as a professional staff member.

(xi) “Holiday” means any or all of the holidays specified in sub-clause 3.10 of this Agreement.

(xii) “Immediate family” means a spouse (as defined by the Act), de facto partner, child, parent, grandparent, grandchild or sibling of the staff member; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the staff member.

(xiii) “Manager” refers to the head of a functional or organisational unit as defined by the University’s structures, as determined from time to time.

(xiv) “Misconduct” means behaviour, attitude or a particular act of the staff member that is considered by the University to be unacceptable and that falls short of warranting termination of employment.
(xv) “Night shift” means any shift finishing after midnight and at or before 7:30 am.

(xvi) “Normal service” means service with the University paid at the staff member’s ordinary rate of pay according to their contract of employment.

(xvii) “Ordinary rate” means the rate payable to an academic staff member or to a general staff member in accordance with the rate set out in Schedule 1, Part A or B, for the staff member’s substantive appointment.

(xviii) “Ordinary rate per hour” means the hourly rate payable to a general staff member by applying the formula: annual salary divided by 52.178571 divided by 35.

(xix) “Ordinary time shift” means any period of work starting at or after 7:30 am and finishing at or before 7:00 pm for which no shift allowance applies.

(xx) “Parties” means and refers to one or more of either Australian Catholic University Limited or a staff member of the University, or the Community and Public Sector Union or the National Tertiary Education Industry Union.

(xxi) “Proof of illness” means a certificate from a registered health practitioner or a statutory declaration from the staff member.

(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 a day declared by a State or Territory government, or a day declared in lieu of a public holiday that is observed by the University and on which the University campus(es) in that State or Territory is closed.

(xxiv) A “Redundancy” occurs where the University decides that it no longer wishes the job that the staff member has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour. A redundancy may occur, for example, for reasons of an economic, technological, structural or similar nature.

(xxv) “Retrenchment” means the termination of employment of a staff member whose position has been declared by the University to be redundant.

(xxvi) “Serious Misconduct” means serious misbehaviour or deliberate action(s) of a staff member which may cause a serious impediment to the carrying out of the staff member’s duties or to the staff member’s colleagues carrying out their duties; and also means misconduct of sufficient seriousness as would warrant termination of employment, and may include a succession of incidents of misconduct.

(xxvii) “Significant effects” include termination of employment; major changes in the composition, operation or size of the University’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of its staff to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(xxviii) “Staff observer” means a person elected by those staff who are subject to the operation of a particular University process applying under a policy of the University.

(xxix) “Staff representative” means a person who is chosen by a staff member to be their chosen representative, who may be a union member or union official but who is not a practising barrister or solicitor.

(xxx) “Union” in this agreement means and refers either to the Community and Public Sector Union or the National Tertiary Education Industry Union.
1.4 OBJECTIVES OF THE AGREEMENT

Consistent with the Objectives of the Fair Work Act 2009 (as amended) the Objectives of this Agreement are to:

- support the effective implementation of the University’s Mission and Strategic Plan 2009 – 2011 and those strategies emanating from the Plan;
- assist the University to implement quality improvement measures and address recommendations made to it by the Tertiary Education Quality and Standards Agency (TEQSA) [and its successor]; and
- support the University to meet the criteria for funding initiatives provided for by the Commonwealth Government, and
- develop constructive outcomes which will provide long-term benefits to staff, students and other stakeholders of the University, whilst improving quality and flexibility.

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

1.5 APPLICATION OF THE AGREEMENT

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

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

1.5.2 This Agreement does not cover nor apply to:

(i) Persons who are not employees such as independent contractors engaged to provide services to the University; or,
(ii) Religious Members of the University who are assigned by their Congregation or by a Diocese/Archdiocese to support the work of the University, in accordance with the Deed signed by the Congregation or Diocese/Archdiocese and the University; or,
(iii) Academic staff employed by the University as Executive Dean, Campus Dean, Dean, Pro-Vice-Chancellor, Associate Vice-Chancellor, Deputy Vice-Chancellor and Vice-Chancellor; or,
(iv) General staff employed by the University whose substantive position is classified in excess of HEW Level 9 in Part B of Schedule 1 of this Agreement.

1.6 LENGTH OF AGREEMENT

1.6.1 This Agreement is made pursuant to Section 182 of the Fair Work Act 2009 (as amended) and it shall take effect seven days after the date on which it is approved by Fair Work Australia.
1.6.2 The nominal expiry date of this Agreement will be 30 June 2013. The Agreement will thereafter continue in operation in accordance with the Fair Work Act (as amended) until it is replaced by a subsequent certified Agreement or it is terminated in accordance with the Act.

1.6.3 The parties to this Agreement agree to commence negotiations on a new Enterprise Agreement three (3) months prior to the nominal expiry date of this agreement.

1.7 RELATIONSHIP WITH NES, AWARDS AND CERTIFIED AGREEMENTS

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

1.7.2 This Agreement entirely replaces the Australian Catholic University Staff Enterprise Agreement 2005-2008, which is in operation until replaced by this Agreement.

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

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

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

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

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

1.8 TERMINATION OF AUSTRALIAN WORKPLACE AGREEMENTS

A staff member who is party to an Australian Workplace Agreement (AWA) with the University that applies to the staff member may, with the assistance of her or his staff representative as appropriate, apply to Fair Work Australia to terminate the AWA, and provide notice to the University of her or his intention to terminate the AWA in accordance with the Fair Work Act. On termination of the AWA the terms and conditions of this Agreement will apply to that staff member's employment.

1.9 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

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

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

1.9.3 Annual leave loading
A staff member may apply to receive her or his annual leave loading as part of her or his regular salary.
1.9.4 Purchased Leave
A staff member may apply to enter into an agreement with the University to purchase 10 days (2 weeks) or
20 days (4 weeks) additional leave in a 12-month period.

The purchased leave will be funded through the reduction in the staff member’s ordinary rate of pay. To
calculate the purchased leave rate of pay, the staff member’s ordinary salary rate will be reduced by the
number of weeks of purchased leave and then annualised at a pro-rata rate over the 12 month period.

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

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

(i) the arrangement meets the genuine needs of the University and the staff member in relation to the
matters mentioned in sub-clause 1.9.1; and

(ii) the arrangement is genuinely agreed to by the University and staff member.

1.9.6.1 The University must ensure that:

(i) agreement to a flexibility arrangement may not be a precondition of employment, reclassification or
promotion;

(ii) the staff member is advised that they are entitled to have a staff representative negotiate a
flexibility arrangement on their behalf, providing that the arrangement does not require the consent
of a third party as specified in section 203(5) of the Fair Work Act; and

(iii) the staff member and her/his representative must have at least three working days to consider the
proposal.

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

(i) are about permitted matters under section 172 of the Fair Work Act;

(ii) are not unlawful terms under section 194 of the Fair Work Act; and

(iii) result in the staff member being better off overall than the staff member would be if no arrangement
was made.

1.9.6.3 The University must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of University and staff member; and

(iii) is signed by the University and the staff member and if the staff member is under 18 years of age,
signed by a parent or guardian of the staff member; and

(iv) includes details of:

(a) the terms of this enterprise agreement that will be varied by the arrangement; and
(b) how the arrangement will vary the effect of the terms; and
(c) how the staff member will be better off overall in relation to the terms and conditions of
his or her employment as a result of the arrangement; and

(v) states the day on which the arrangement commences.

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

1.9.6.5 The University or the staff member may terminate the individual flexibility arrangement:
(i) by giving no more than 28 days written notice to the other party to the arrangement; or
(ii) if the University and the staff member agree in writing — at any time.

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

1.10 RELATIONSHIP TO UNIVERSITY POLICIES

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

1.10.2 The University will consult with staff and the unions through the ACU Staff Consultative Committee when developing or significantly varying University policies and procedures.

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

1.11 INTELLECTUAL FREEDOM

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

1.11.1 Academic Staff members have the right to:

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

1.11.2 All staff members have the right to:

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

without fear of harassment, intimidation or unfair treatment.

1.12 ACCESS TO AGREEMENT

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

1.13 DISPUTE SETTLEMENT PROCEDURE

1.13.1 General Principles

1.13.1.1 The following Dispute Resolution Procedure must be used to settle any dispute which may arise about the application of, or matters arising under, this Agreement or the NES.

1.13.1.2 For the purposes of this Procedure, the University, members of staff or staff representatives entitled to notify and participate in the resolution of a dispute are those who are covered by this Agreement, namely:
(i) An eligible staff member employed by the University and/or their staff representative; and

(ii) The University; and

(iii) The Community and Public Sector Union (CPSU) and the National Tertiary Education Union (NTEU) in circumstances where the dispute involves:

(a) Two (2) or more staff members affected by the application of, or matters arising under, this Agreement; and/or

(b) more than one Organisational Unit or that affects two (2) or more staff members across more than one campus within the University.

1.13.1.3 Except where other internal University appeal/review provisions or grievance management processes are available, a dispute concerning the matters in this Agreement shall be addressed in the following way. Throughout these procedures, a staff member may choose to be assisted by a person of their choice, providing that person is not currently a practising solicitor or barrister. If a staff member, or a staff member assisted by her/his chosen representative, wishes to raise a matter concerning the application of this Agreement, the person may do so in accordance with the procedures set out in this clause.

1.13.1.4 Except where an occupational hazard exists, until the procedures described in sub-clauses 1.13.3.1 to 1.13.3.4, and/or 1.13.4.1 to 1.13.4.3 and/or 1.13.5.1 to 1.13.5.3 (as applicable) have been finalised:

(i) the procedures will be advanced as promptly as feasible;
(ii) work shall continue in the normal manner;
(iii) no industrial action shall be taken by the University or the staff;
(iv) the University shall not change the work, staffing or the organisation of work if such is the subject of the dispute, or take any other action likely to exacerbate the dispute; and,
(v) the subject matter of the dispute shall not be taken to Fair Work Australia by the staff member(s) or a person representing the staff member(s) or by University management.

1.13.1.5 If there is no agreement that a matter raised under this section constitutes a dispute about the application of, or matters arising under, this Agreement, the matter may be referred to Fair Work Australia for a determination as to whether the dispute should be dealt with pursuant to these procedures.

1.13.2 Notifying a Dispute

1.13.2.1 These procedures may be activated by a person or organisation covered by this Agreement notifying the University, or by the University notifying the Unions and/or relevant staff members affected, in writing, that a dispute exists and that the dispute resolution procedures in this Clause are being activated to resolve the dispute (the Dispute Notification).

1.13.2.2 The Dispute Notification must, where practicable, provide sufficient detail to assist the supervisor and any other appropriate party to resolve the dispute as and if appropriate.

1.13.3 Dispute Raised by a Staff Member

1.13.3.1 In the case of a dispute notified by a staff member or their representative, the staff member must provide, in writing, information about their dispute with sufficient detail to assist the nominated supervisor or delegated officer to remedy the dispute as and if appropriate. A copy of a dispute notified by a staff representative on behalf of a staff member must be provided to the Director Human Resources or nominee.

1.13.3.2 The nominated supervisor will advise the staff member(s), in writing of the action taken normally within five (5) working days of receipt of the staff member's Dispute Notification;

1.13.3.3 If the dispute remains unresolved, the staff member or their representative may, in writing, notify the next most senior University Officer (normally the supervisor's supervisor), who will attempt to resolve the dispute, normally within ten (10) working days following receipt of the notice;
1.13.3.4 If the dispute remains unresolved, the staff member(s) and/or their representative will meet with the relevant Executive Planning Group member(s) and the Director, Human Resources (or nominee) within 10 working days with a view to resolving the matter in dispute.

1.13.3.5 Until the procedures outlined in 1.13.3.1 to 1.13.3.4 have been exhausted, the dispute must not be taken to Fair Work Australia.

1.13.3.6 In the event that the dispute remains unresolved any party to the dispute may submit it to Fair Work Australia for settlement through conciliation and/or arbitration. The decision of Fair Work Australia shall be binding and implemented by the parties to the dispute.

1.13.4 Dispute Raised by the University

1.13.4.1 In the case of a dispute notified by the University, in the first instance, the Manager Employment Relations (or nominee) and the relevant University Officer must provide, in writing, information about the nature of the dispute with sufficient detail to assist the relevant Branch, State or Head Office of the Union(s) concerned and any affected staff member(s) to respond.

1.13.4.2 Following receipt of the University's Dispute Notification, the Manager Employment Relations and the relevant University Officer will meet with the relevant Union(s) and if applicable, the affected staff member(s) within ten (10) working days of the date of receipt to attempt to resolve the dispute.

1.13.4.3 If the dispute remains unresolved the Director, Human Resources (or nominee) and the relevant Deputy Vice-Chancellor will meet with representatives from the State or Head Office of the relevant Union(s) within 10 working days with a view to resolving the matter in dispute.

1.13.4.4 Until the procedures outlined in 1.13.4.1 to 1.13.4.3 have been exhausted, the subject matter of the dispute shall not be taken to Fair Work Australia.

1.13.4.5 In the event that the dispute remains unresolved following review and discussion, any party to the dispute may submit it to Fair Work Australia for settlement through conciliation and/or arbitration. The decision of Fair Work Australia shall be binding and implemented by the parties to the dispute.

1.13.5 Dispute Raised by the CPSU or NTEU (the Union/s)

1.13.5.1 In the case of a dispute notified by a Union which is covered by this Agreement, and in circumstances where sub-clause 1.13.1.3 (iii) (a) or (b) have been satisfied, in the first instance, the Union must provide, in writing to the Manager Employment Relations (and the relevant Executive Planning Group member(s) if applicable) sufficient information about the dispute to assist the University to respond.

1.13.5.2 Following receipt of the Union's Dispute Notification, the Manager Employment Relations and the relevant Executive Planning Group member(s) will meet with the relevant Union(s) within ten (10) working days to attempt to resolve the dispute.

1.13.5.3 If the dispute remains unresolved the Director, Human Resources (or nominee) and the relevant Deputy Vice-Chancellor will meet with the Union(s) within 10 working days with a view to resolving the matter in dispute.

1.13.5.4 Until the procedures outlined in 1.13.5.1 to 1.13.5.3 have been exhausted, the subject matter of the dispute shall not be taken to Fair Work Australia.

1.13.5.5 In the event that the dispute remains unresolved following review and discussion, any party to the dispute may submit it to Fair Work Australia for settlement through conciliation and/or arbitration. The decision of Fair Work Australia shall be binding and implemented by the parties to the dispute.
SECTION 2: REMUNERATING WORK AT ACU

2.1 SALARIES

2.1.1 This Agreement provides for increases in salary rates for the staff members who are covered by this Agreement. The salaries are set out in Schedule 1 of this Agreement and the increases are compounding; including those increases provided by administrative action prior to the operative date of this Agreement.

2.1.2 The following increases have been paid by administrative action since the nominal expiry date of the Australian Catholic University Staff Enterprise Agreement, 2005 – 2008, and are the basis for the further increases provided under this Agreement:

<table>
<thead>
<tr>
<th>Dates of administrative salary increases</th>
<th>Total %</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2009</td>
<td>2.5</td>
</tr>
<tr>
<td>September 2010</td>
<td>4.0</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>6.5</strong></td>
</tr>
</tbody>
</table>

2.1.3 From the date of approval of this Agreement, the total minimum salaries staff members will receive are specified in Schedule 1, (Part A for Academic staff and Part B for General staff as applicable), including the increases summarised below:

   (i) The first salary instalment of 4.5% will be effective from the beginning of the first pay period commencing on or after 20 September, 2011;

   (ii) The second salary instalment of 5.0% will be effective from the beginning of the first pay period commencing on or after 20 September, 2012; and

   (iii) The third salary instalment of 4.0% will be effective from the beginning of the first pay period commencing on or after 1 July, 2013.

2.2 RESTRUCTURE OF SALARIES – EFFECTIVE FROM 1 JANUARY 2012

2.2.1 The academic staff salaries contained in Schedule 1 of this Agreement will be restructured as follows, effective from the beginning of the first pay period commencing on or after 1 January 2012:

<table>
<thead>
<tr>
<th>Academic Level A</th>
<th>Currently 8 Steps</th>
<th>Remains 8 Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Level B</td>
<td>Currently 6 Steps</td>
<td>Remains 6 Steps, where Increment 1 through to Increment 6 will be salary improved as the former Level C Increment 1 will become the new Level B Increment 6.</td>
</tr>
<tr>
<td>Academic Level C</td>
<td>Currently 6 Steps</td>
<td>Reduced to 4 Steps, where Increment 3 becomes Increment 1 and entry into Level C. All staff currently on Increment 1 or Increment 2 will be salary advanced accordingly.</td>
</tr>
<tr>
<td>Academic Level D</td>
<td>Currently 4 Steps</td>
<td>Remains 4 Steps</td>
</tr>
</tbody>
</table>
2.2.2 The general staff salaries contained in Schedule 1 of this Agreement will be restructured as follows, effective from the first full pay period on or after 1 January 2012:

<table>
<thead>
<tr>
<th>HEW</th>
<th>Currently</th>
<th>Remains</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 Steps</td>
<td>3 Steps</td>
</tr>
<tr>
<td>2</td>
<td>2 Steps</td>
<td>3 Steps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Increased to 3 Steps, where HEW 3 Increment 1 becomes the new HEW 2 Increment 3.</td>
</tr>
<tr>
<td>3</td>
<td>5 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reduced to 4 Steps, where Increment 2 becomes Increment 1 and entry into HEW 3. All staff currently on Increment 1 will be salary advanced accordingly.</td>
</tr>
<tr>
<td>4</td>
<td>3 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Increased to 4 Steps, where HEW 5 Increment 1 becomes the new HEW 4 Increment 4.</td>
</tr>
<tr>
<td>5</td>
<td>5 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reduced to 4 Steps, where Increment 2 becomes Increment 1 and entry into HEW 5. All staff currently on Increment 1 will be salary advanced accordingly.</td>
</tr>
<tr>
<td>6</td>
<td>4 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td>7</td>
<td>4 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td>8</td>
<td>4 Steps</td>
<td>4 Steps</td>
</tr>
<tr>
<td>9</td>
<td>3 Steps</td>
<td>3 Steps</td>
</tr>
</tbody>
</table>

The restructured salary schedules are contained in Schedule 1, (Part A for Academic staff and Part B for General staff).

2.3 CASUAL EMPLOYMENT AND LOADING

2.3.1 Casual employment is employment by the hour which is paid a rate on an hourly basis that includes a loading related to agreed benefits for which a casual staff member is not eligible. A casual staff member will be paid a rate calculated in accordance with the weekly base rate derived from the relevant classification plus a casual loading. This loading is in compensation for the casual nature of the appointment and all paid leave entitlements including personal leave, public holidays, annual leave, long service leave and annual leave loading.

Following approval of this Agreement, the casual loading will increase from 23% to 25% as follows:

(i) 23% increasing to 24% with effect from the first pay period commencing on or after 30 June 2011, thence from

(ii) 24% increasing to 25% with effect from the first pay period commencing on or after 30 June 2012

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

(i) Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.

(ii) Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification
The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.

(iii) Rate applicable to all other academic duties

The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.

(iv) Casual academic researcher

The minimum salary paid to a research academic staff member engaged to undertake research-only related activities and employed on a casual basis will be an hourly rate derived from the full-time rates set out in Schedule 1, Part A, together with a 23% loading which will increase as set out in sub-clause 2.3.1. This loading is in compensation for the casual nature of the appointment and all leave entitlements including personal leave, public holidays, annual leave, long service leave and annual leave loading.

2.3.3 Casual General Staff

2.3.3.1 The minimum salary paid to a general staff member employed on a casual basis will be the ordinary rate per hour derived from the full time rates as set out in Schedule 1, Part B, together with a loading of 23% which will increase as set out in sub-clause 2.3.1. This loading is in compensation for the casual nature of the appointment and all leave entitlements including personal leave, public holidays, annual leave, long service leave and annual leave loading. The casual general staff rates are at Schedule 2, Part B.

2.3.3.2 The minimum period of engagement for casual general staff is 3 hours; other than for casual general staff members who are students who are expected to attend the University on that day in their capacity as a student who have a minimum engagement period of 1 hour.

2.3.3.3 Payment of overtime to a casual general staff member shall be in accordance with sub-clause 5.3.6 of this Agreement.

2.3.4 Supported Wage and Traineeships

2.3.4.1 The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the relevant State Authority.

2.3.4.2 Employees who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and as outlined in Schedule 1 Part C. Otherwise, the provisions of the Commonwealth Government’s ‘Supported Wage System: Guidelines and Assessment’ (as amended) will normally apply.

2.4 PAYMENT OF SALARIES

2.4.1 Payment of salaries will be on a fortnightly basis, by way of electronic funds transfer to the financial institution(s) and account(s) nominated by the staff member. Deductions from a staff member’s salary, other than those required by law or this Agreement, will only be made by the University in accordance with the staff member’s written authority.

2.4.2 Where the normal day for payment of salaries falls on a day or the day following a holiday prescribed under section 3, salaries shall be paid not later than the day on which the financial institution(s) is open for business immediately preceding that holiday.

2.4.3 Where a staff member notifies the University of an underpayment in writing, the University will correct the underpayment normally within two working days of notification by the staff member. By mutual agreement in writing between the staff member and the University such payment may be made not later than the pay day for the next pay period.

2.4.4 An overpayment to a staff member shall normally be recovered at the rate the overpayment was made and shall normally be rectified within the financial year that the overpayment occurred. A staff member
can negotiate the rate of repayment provided that the rate shall be not less than 10% of the total overpayment per fortnight until the overpayment has been fully recovered.

2.5 ANNUAL LEAVE LOADING

2.5.1 A staff member who, as at 31 December in any year, has qualified for four weeks annual leave in that year shall be entitled in respect of that leave to an annual leave loading equal to 17.5% of four weeks’ salary; subject to a maximum payment of the equivalent to the Commonwealth Statistician’s average weekly total earnings of all males (Australia) for the preceding September quarter. Payment of the annual leave loading will occur on a payday in December.

2.5.2 A staff member who commences employment after 1 January or terminates employment prior to 31 December in any year, will be entitled to a pro rata annual leave loading payment based on the number of completed days of continuous service in that year subject to the maximum payment being in the proportion that such number of days bears to 365 days.

2.6 SALARY FLEXIBILITY

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

2.7 SALARY PACKAGING

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

2.7.2 Packaging will not affect the staff member’s salary for the following purposes:

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

2.8 SUPERANNUATION

2.8.1 The University will for the nominal life of the Agreement, maintain, for all staff, the current rate of employer superannuation contributions that are in effect as at the date of approval (currently 17% of ordinary time earnings), except that:

(i) The University may at its discretion exercise its options under the UniSuper Deed of Covenant (as defined) for the 5% flexibility arrangements; and

(ii) Employer superannuation contributions for casual staff and for staff engaged on fixed-term contracts of employment up to 12 months shall be a minimum of 9%.

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

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

of which they were members, as at the date of approval. For the purposes of this sub-clause, "the relevant Trust Deed" includes a State or Commonwealth Act governing the operation of a particular fund.
2.8.3 Superannuation contribution arrangements will be maintained for those staff who were employed by the University prior to 10 September 1991. Any staff member who:

(i) was employed by the University prior to 10 September 1991; and,

(ii) is eligible by virtue of her/his 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,

(iii) elects to join a superannuation fund,

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

2.8.4 Other than where the University chooses to exercise its discretion under the Deed of Covenant, all new staff of the University shall become members of the UniSuper Fund(s) and where eligible by virtue of their superannuable classification, fraction of superannuable employment and term of employment for membership as prescribed in the 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 requirements of the Trust Deed(s).

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

(i) arrangements for pre-tax contributions,

(ii) arrangements for staff who have been granted approval for leave of any type on half pay or leave without pay with respect to maintenance of employee or employer contribution, and

(iii) arrangements for the University to exercise its discretion under the Deed of Covenant for the 5% flexibility arrangements,

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

2.8.6 Where permitted by the relevant Superannuation Fund listed in sub-clause 2.8.2, a staff member may choose to pay their superannuation contributions from pre-tax salary. In the case of the revised and New Schemes of the Victorian State Superannuation Fund all members may, upon approval from the Victorian Minister, salary sacrifice their personal superannuation contributions to Emergency Services & State Super.

2.8.7 In the event of changes in legislation relating to superannuation or taxation or to the Funds’ Trust Deed, which impact on this clause, the University shall have the right to terminate the operation of this sub-clause.

2.8.8 In circumstances where a Superannuation Fund does not accept employer contributions made on behalf of staff members who are over 70 years of age, the University will make equivalent contributions in the form of the payment of additional monies to such staff member/s.

2.9 REIMBURSEMENT OF EXPENSES

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

2.10 FIRST AID ALLOWANCES

2.10.1 A staff member appointed by the University as a First Aid Officer (in addition to her/his substantive position) who possesses a current St John’s Ambulance First Aid Certificate or equivalent qualification shall be paid a first aid allowance of $721 per annum.
2.10.2 A staff member appointed by the University as an Occupational First Aid Officer or a Senior First Aid Officer (in addition to her/his substantive position) who possesses the required qualifications shall be paid an Occupational First Aid or a Senior First Aid allowance of $1084 per annum.

2.10.3 These allowances will be updated in accordance with the general percentage increases in salaries as set out in this sub-clause 2.1.3.

2.11 HIGHER DUTIES ALLOWANCES

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

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

2.11.3 Qualification for Allowance

2.11.3.1 General Staff
An general staff member who acts in a position above her/his substantive classification level shall be eligible for payment of a higher duties allowance where the period of acting service in the higher position is continuous for a period of at least 10 consecutive working days, inclusive of public holidays.

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

2.12 MEAL ALLOWANCE DURING OVERTIME FOR GENERAL STAFF

A general staff member who works authorised overtime before or after her/his ordinary hours for the day/shift, shall be paid a meal allowance at the rate prescribed and in accordance with the Meal Allowance during Overtime Policy. The meal allowance payable to a general staff member working authorised overtime will be reviewed by the University from time to time to ensure it remains consistent with the applicable Australian Taxation Office Ruling(s).
SECTION 3: PROVIDING FOR LEAVE

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

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

3.2 AUSTRALIAN DEFENCE FORCE RESERVES LEAVE

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

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

(i) The staff member is eligible for the category of leave that she or he wishes to apply for; and

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

3.3 COMMUNITY SERVICE LEAVE

3.3.1 Purpose

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

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

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

3.4 COMPASSIONATE LEAVE

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

3.4.2 When a member of the staff member's

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

contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life, or:

- the member of the immediate family or household or the relative dies.
3.4.3 The management of Compassionate Leave will be in accordance with the University policy and procedures for the granting of Compassionate Leave.

3.5 EXTRAORDINARY LEAVE

In extraordinary circumstances the University may grant a staff member such paid leave (other than that allowed in any other clause of this Agreement) as the relevant Deputy Vice-Chancellor or nominee decides is warranted.

3.6 LEAVE WITHOUT PAY

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

3.7 LONG SERVICE LEAVE

3.7.1 Purpose

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

3.7.2 Entitlement

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

3.7.2.1 Notwithstanding sub-clause 3.7.2, a protected staff member, in addition to service credited to the staff member at the time of her or his commencement with the University, accrues Long Service Leave at the following rates in combination and not separately:

(i) If employed in ACT or NSW, 2 months long service leave on full pay after 10 years of service, unless she/he made an irrevocable election to transfer to the uniform 1.3 weeks per year of service accrual rate; or

(ii) 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

(iii) If employed in Queensland, NSW or ACT, 5 months long service leave on full pay per 10 years of service.

3.7.2.2 Where a staff member is ill or incapacitated while on long service leave for two (2) or more consecutive days, and the staff member produces proof of illness and/or incapacity (such evidence to be consistent with the requirements of sub-clause 3.9.4) the staff member will be placed on paid personal sick leave (where available) and re-credited the equivalent amount of long service leave.

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

(i) any break in service with other Australian higher education institutions does not exceed 3 calendar months, except where a person had been made redundant, in which case the break in service shall not exceed 52 weeks;

(ii) a staff member shall make any claim for recognition of service within 6 calendar months of date of commencement.
(iii) If a staff member's service with the University is not continuous, the aggregate period of service of the staff member, including service recognised from another institution, shall count as service for the purpose of determining the entitlement of the staff member to long service leave.

(iv) If service with another institution is recognised for long service leave credit, the staff member is required to complete a period of 3 years service with the University before being eligible to take long service leave, unless the relevant Executive Planning Group member agrees to a lesser period in special circumstances.

3.7.3 The Planning and Taking of Long Service Leave

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

3.7.3.2 A staff member will normally take periods of long service leave in multiples of weeks and may take the leave on full or half pay.

3.7.3.3 In exceptional circumstances, a staff member, upon written request, may be granted approval to take her or his Long Service Leave for minimum periods of 1 or 2 days per week normally for a minimum period of 3 months. Such circumstances include but are not limited to where a staff member has approval to transition to a retirement contract arrangement.

3.7.3.4 If a staff member has a Long Service Leave entitlement of more than 16 weeks, the University may provide her or him with written notice to take up to 12 weeks leave, at a time convenient to the University, provided that:

(i) The University must give the staff member written notice of at least 6 months of the date on which the leave must start;

(ii) A staff member cannot be required to take Long Service Leave within 24 months of the staff member's confirmed date of retirement;

(iii) The minimum period of long service leave that the University can require a staff member to take is 6 weeks;

(iv) The University cannot require a staff member to take any further Long Service Leave for 2 years after taking leave under this sub-clause; and

(v) A staff member who provides notice of her or his plans to take Long Service leave at a particular date in the future may apply for deferral of the application of this sub-clause.

3.7.4 Cashing out Long Service Leave

3.7.4.1 In circumstances where a staff member has become eligible for long service leave, that staff member may elect to cash out a portion of her or his accrued Long Service Leave credits such that either:

(i) the staff member will retain a minimum balance of 9 weeks, or

(ii) the staff member may apply to take a period of long service leave and may also apply to cash out an equivalent amount of long service leave.

3.7.4.2 The staff member will receive payment at the rate equivalent to the amount the staff member would have received for working her or his ordinary hours during the period of long service leave to be cashed out.

3.7.4.3 In addition to the application to cash out some of her or his long service leave, the staff member must provide written notice to the University stating that she or he wishes to forego taking the Long Service Leave.

3.7.4.4 If a staff member wishes to forego an entitlement to take an amount of Long Service Leave (in accordance with this clause) the University will pay the staff member, within a reasonable timeframe, the amount of monies the staff member is entitled to receive in lieu of the amount of Long Service Leave.
3.7.5 Payment of Untaken Long Service Leave on Termination

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

3.8 PARENTAL LEAVE

3.8.1 Purpose

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

- Leave associated with the birth of an infant or adoption of a pre-school age child;
- Foster parenting leave, and
- Child-rearing leave.

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

3.8.2 Entitlement to Leave Associated with the Birth of an Infant or Adoption of a Pre-School Age Child

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

3.8.2.1 A member of staff who is the primary carer is entitled to paid leave associated with the birth or adoption of a child in accordance with the following table. Only women members of staff are eligible to receive paid maternity leave of 12 weeks full pay or 24 weeks half pay:

<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 for each completed calendar month of continuous service</td>
</tr>
<tr>
<td>(ii) 52 weeks but less than 104 weeks</td>
<td>12 weeks</td>
</tr>
<tr>
<td>(iii) 104 or more weeks</td>
<td>Leave equivalent to 12 weeks at the staff member’s ordinary salary rate (which is maternity leave for women staff members only) and 40 weeks at 0.6 of the staff member’s ordinary salary rate, subject to a written agreement to return to duty for a period of 26 weeks or to repay all monies paid with the exception to that payable under sub-clause 3.8.2.1(i) or the first 12 weeks under sub-clause 3.8.2.1(ii) or 3.8.2.1(iii)</td>
</tr>
</tbody>
</table>

Additional leave without pay may be taken that will bring the period of leave associated with the birth or adoption of a child, specified in sub-clause 3.8.2.1 (i) or (ii) above, to a continuous period of 52 weeks.

3.8.2.2 A staff member who is the primary carer and who returns from a period of leave associated with the birth or adoption of a child shall be entitled to return to her or his substantive position at their original campus, held prior to commencing on leave associated with the birth or adoption of a child, provided the leave does not exceed 52 weeks. Where the period of leave is greater than 52 weeks the staff member will become unattached from her or his substantive position. On return, the staff member will be placed in a
suitable position if one is available or treated in accordance with the provisions of the University policy and procedures for Parental Leave.

3.8.2.3 A staff member who is not the primary care-giver of the child 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.

3.8.2.4 An eligible staff member who is not the mother of the child and who elects to be the primary care-giver of the child will, in addition to the leave granted under sub-clause 3.8.2.3, also be entitled to a further unbroken period of up to 40 weeks at 0.6 of the staff member’s ordinary salary rate, subject to a written agreement to return to duty for a period of 26 weeks or to repay all monies paid, and subject to the production of certification that the staff member shall be the primary care-giver of the child during the period of parental leave requested.

3.8.3 Foster Parent Leave

A person who is a member of staff who is acting as the primary carer of a foster child will be granted:

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

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

3.8.4 Child Rearing Leave

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 staff members for the care of pre-school age children. 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. Upon return, the staff member will be placed in a suitable position at the same grade and fraction if one is available or treated in accordance with the provision of the University’s policy and procedures for parental leave.

3.8.5 Unplanned Cessation of Parental Leave

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

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

3.8.6 Federal Government’s Paid Parental Leave Scheme

The parties to the Agreement shall review the impact of any future changes or amendments to the Federal Government’s Paid Parental Leave Scheme. The University reserves its right to seek a variation to these provisions should any future legislative changes affect the operational costs of the University's Paid Parental Leave provisions.
### 3.9 PERSONAL LEAVE

#### 3.9.1 Purpose

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

The management of personal leave will be in accordance with University policy and procedures for Personal Leave.

#### 3.9.2 Entitlement

A staff member is entitled to utilise Personal Leave for purposes including but not limited to personal illness; short term care of an ill family member or an elder; significant personal or community emergencies; Indigenous people’s ceremonial leave; observance of religious/culturally significant days; or moving house. Such leave is granted at the rate of twenty (20) working days per annum, fifteen (15) days of which shall be cumulative, for each completed year of paid service from the staff member’s date of commencement. Staff will be credited with twenty (20) days Personal Leave on commencement.

#### 3.9.3 Personal Sick Leave

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

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

(i) the staff member has a pattern of recurring absences on personal sick leave; or

(ii) there is evidence that the staff member is not using personal leave for its proper purpose and notification has been provided. Such notification will be reviewed after 6 months.

#### 3.9.4 Notice and Evidence Requirements

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

**3.9.4.2** Medical certificates for up to 5 days will be accepted from the following registered health practitioners: medical practitioner, chiropractor, osteopath, optometrist, physiotherapist, psychologist, oral and maxillo facial surgeon, registered midwife or dentist.

**3.9.4.3** Where the absence exceeds 5 days and unless the registered health provider listed in 3.9.4.2 above is also a registered medical practitioner, applications for any further personal (sick) leave must be supported by evidence of illness from a registered medical practitioner.

**3.9.4.4** A staff member must not return to work if she or he has a medical certificate declaring that he or she is unfit for work during that period. A clearance certificate should be obtained if recovery is earlier than expected.

**3.9.4.5** Where the University believes the certificate provided does not comply with this clause, the staff member will be referred to this clause and given a copy of the University’s Personal (Sick) Leave policy and be advised of the specific concern/s with the certificate. The staff member will be given an opportunity and a time-frame, to obtain an amended certificate from their registered health professional. Where a complying medical certificate is not provided by the staff member in the time-frame specified, the absence will be treated as leave without pay or another form of approved leave (if available).
3.10 RECREATION LEAVE

3.10.1 Recreational leave is a combination of leave types that recognise minimum entitlement(s) and other forms of recreational leave to assist staff to achieve work-life balance. Recreational leave encompasses Annual leave, University Holidays and Public Holidays. The management of Recreational leave will be in accordance with the University's Policy and procedures for Recreational leave.

3.10.2 Entitlement to Recreation Leave

3.10.2.1 A staff member is entitled to Annual Leave at the rate of twenty (20) working days for each completed year of paid service from the date of her or his appointment, or pro rata thereof.

3.10.2.2 Where a staff member is ill or incapacitated while on annual leave for two (2) or more consecutive days and the staff member produces proof of illness and/or incapacity, and such evidence is in accordance with sub-clause 3.9.4, the staff member shall be placed on personal sick leave (where available) and re-credited the equivalent amount of annual leave.

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

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

3.10.3 Planning for Leave and Applying for and Taking Leave

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

3.10.3.2 An academic staff member and her or his supervisor are required to make provision for the staff member to take annual leave when consulting about the staff member’s academic workload allocation for the following year.

3.10.4 Fractional Staff to Take Leave Outside the Semester/Teaching Period

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

3.10.5 Management of excess Annual Leave

Direction to Take Leave

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

3.10.5.2 Any such notice shall provide that, within two months of the date of the notice:

(i) The staff member may negotiate with her or his Supervisor for an agreed time for the leave to be taken to bring the accrued leave entitlement below thirty (30 days) within 6 months of the date of the notice; or

(ii) The Director, Human Resources or the Delegated Officer may approve the continued accrual of leave above forty (40 days) on the condition that an application has been made and approved for the staff member to take sufficient annual leave to bring his or her accrued entitlement below twenty (20) days within 1 year of the date of the notice.

3.10.5.3 If, at the expiry of 2 months from the date of the notice referred to in sub-clause 3.10.5.2 above, no agreed plan for reducing the accrued annual leave entitlement has been established in accordance with sub-clause 3.10.5.2(i) or (ii) above; or the staff member cancels such planned leave; in the absence of
any exceptional circumstances the University may direct the staff member to take sufficient annual leave to bring her or his accrued entitlement below thirty (30 days), and may direct the dates on which such leave will be taken. The University must give at least two (2) months notice of the date on which the staff member is directed to take leave.

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

3.10.6 Cashing out excess Annual Leave

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

(i) The staff member provides written notice to the University stating that she or he wishes to forego the annual leave and receive the payment instead; and

(ii) The University agrees to allow the staff member to forego the annual leave.

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

3.10.6.3 Payment of Untaken Leave on Termination

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

3.11 TRADE UNION TRAINING LEAVE

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

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

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

3.12 WORKERS’ COMPENSATION LEAVE

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

3.12.2 Common Law Action by Injured Workers

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

3.12.2.2 If as a result of such action, damages are awarded to the staff member, the staff member shall repay any make-up pay or other payments made by the University, provided the sum awarded includes damages for loss of income.
3.12.2.3 If the amount of damages awarded is decreased by a judgement of contributory negligence by the staff member, the staff member shall repay an equivalent pro rata amount to the University having regard to the judgement of contributory negligence.

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

3.12.3 Leave and Make-up Pay for Injured Workers in Victoria

3.12.3.1 A staff member in Victoria who receives compensation for total or partial incapacity in accordance with sub-clause 3.12.2.2 shall be granted leave in accordance with this clause. This leave shall be paid at the rate of pay payable prior to the injury, less any overtime, travelling allowance, incidental expenses or payment of a temporary nature and less any amount payable as weekly compensation and any amount the staff member is earning during employment by reason of partial incapacity, whether such employment is with the University or any other employer.

3.12.3.2 Leave granted under this clause shall be for a maximum period of 52 weeks, either as a continuous period or an aggregate period, in respect of any one injury.

3.12.3.3 Where a second claim for make-up pay originates within the term of the first claim, the period of 52 weeks will start again from the second injury.
4.1 ENHANCING EXCELLENCE IN PERFORMANCE

4.1.1 In line with the Strategic Plan developed from time to time, the University will further develop excellence and enhance performance in all areas of its activities and operations. To achieve this, excellence needs to be appropriately recognised and constructively nurtured with relevant reward and support programs and with strategies designed to assist staff meet their individual professional and work goals as well as their collective work unit goals. The processes for managing, developing and rewarding staff performance at ACU include those set out in this Agreement. In assessing a staff member’s contributions, consideration will be given to assessments across the range of performance review processes.

4.1.2 To assist, support and achieve these ends, during the life of this Agreement, the University will, within its budgetary capacity, concentrate on and support specific key areas of core training coverage, allowing for different emphases for academic and general staff. These will be built around the following themes which will assist achievement of the goals set in the University Strategic Plan and initiatives endorsed by the University Senate and its established Boards and Committees and the Executive Planning Group of the University:

- Student-centred learning;
- curriculum development, teaching and learning, assessment and evaluation;
- research and scholarship, and disciplinary/inter-disciplinary development;
- leadership and management;
- quality and customer service and performance assessment;
- organisational communication and teamwork;
- information and communication technology for educational and administrative purposes;
- an Academic Development Program in Research, including training in:
  - writing applications for grants;
  - research planning;
  - research methodology;
  - publication strategies; and
  - grant management
- grievance management;
- EEO, occupational health and safety, and other statutory training requirements;
- skills for income generation; and,
- University governance and related skills.

4.1.3 Staff Development Programs

To achieve the required areas of learning and development, the University will continue to provide an Academic staff development program and a General staff learning and development program. These programs will build on existing programs which will continue to be developed by the University. This development will be the subject of consultation within the Australian Catholic University (ACU) Staff Consultative Committee. The programs will continue to offer assistance to staff in developing their knowledge, skills, competencies, professional capacity and effectiveness within the University to promote improved engagement, performance and efficiency. In identified areas, common developmental programs may be offered.

4.2 PERFORMANCE DEVELOPMENT AND REVIEW SYSTEMS AT ACU

Principles

4.2.1 The performance development and review processes at the University will provide a framework for identifying, evaluating and developing performance. The framework provides mechanisms to identify performance outcomes and achievements and/or performance improvements and development required. The University will implement an effective performance review and development process, linked to the achievement of individual, work area and organisational goals.
4.2.2 All continuing and fixed-term staff members and their nominated supervisor will participate on an annual basis in either the performance planning and review program for Academic staff or the performance development program for General staff, as established from time to time.

4.2.3 The performance development processes provide staff and supervisors with the opportunity to:

- determine work priorities and performance expectations over the next annual review period;
- discuss the staff member’s plans for taking annual, long service and other leave;
- discuss the annual workload and specifically the contribution to scholarship and administration (academic only);
- provide feedback in relation to individual performance also with reference to work area and organisational goals;
- determine if the staff member is eligible for incremental advancement;
- establish if the staff member’s performance warrants reward or recognition;
- assess if the staff member is meeting probation requirements;
- discuss and identify assistance and support that will be provided to improve performance where performance is assessed as requiring improvement;
- identify the support that will be provided for professional and career development;
- update the position description for the staff member’s position, if necessary;
- discuss career pathways, work patterns and/or pre-retirement arrangements;
- discuss knowledge, skills and competencies development to support career pathways; and
- discuss, as appropriate, any personal/work issues that may impact on work performance.

4.2.4 The performance review and development processes will be integrated with University arrangements in relation to probation, incremental progression and performance-related pay.

4.2.5 The performance review and development process will require the development of an annual work plan incorporating performance expectations linked to University and Faculty/work unit plans and the development needs and work competencies of the particular staff member.

4.2.6 All casual and sessional staff members will participate as required by their School to do so, in any orientation, induction and/or skills programs for casual and sessional staff offered by the University. Such programs are designed to assist casual and sessional academic and casual general to enhance their performance and hence that of the University.

4.2.7 When required to participate in an orientation, induction or compulsory skills program, a sessional/casual staff member will receive appropriate remuneration for her/his attendance and participation in accordance with the provisions of Schedule 2. Such remuneration will be at the relevant ‘other academic activities’ rate for sessional academic staff.

4.2.8 Casual and sessional staff are also encouraged to attend other staff development/training and discipline relevant activities offered by the University as needed, to maintain collaborative working relationships. Attendance at any of these activities will be paid for at the other academic activities rate, subject to and following the approval of the Head of School or delegate.

4.3 STUDY TIME AND FINANCIAL ASSISTANCE TO SUPPORT STUDY

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

(i) If a full-time academic staff member successfully completes an accredited postgraduate course that is relevant to the University (e.g., The ACU Graduate Certificate in Higher Education) financial assistance of up to $300 per unit may be provided to support the staff member’s study in accordance with this Agreement.

(ii) If a full-time general staff member is undertaking a part-time course of study to assist her/his progression in the University or to satisfy the needs of the University, study time of up to a maximum of six (6) days per annum and financial assistance of up to $300 per unit may be granted on evidence of completion, provided that University operational and customer service needs are appropriately met.

(iii) Approval of requests for study time and financial assistance to support study will be in line with this Agreement and with the University’s policy for Study Time.
4.4 INITIATIVES FOR ACADEMIC STAFF

4.4.1 Research Awards for Women Academic Staff

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

4.4.2 Childcare Support

As an Equal Advancement of Women within the Workplace Strategy, the University will provide up to $1,250 in the form of childcare support to women academic staff who, within three years of returning to the University following a period of authorised leave in association with the birth of an infant or adoption of a pre-school age child, are presenting a refereed paper at an international conference held either within Australia or overseas.

4.5 PERFORMANCE-RELATED REWARD AND RECOGNITION

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

4.6 INDUCTION

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

A casual staff member, including a sessional staff member, will receive appropriate payment for participating in the University's Casual/Sessional Induction Program.

4.7 INCREMENTAL PROGRESSION

4.7.1 Subject to 4.7.2, a staff member will normally achieve progression to the next point on an incremental scale of the salaries detailed in Schedule 1, following each 12 months of paid service. The staff member must be able to demonstrate that she/he has met the necessary performance requirements for incremental progression, as assessed by the staff member’s supervisor following a performance review carried out in accordance with the University’s procedures. An increment shall not be withheld other than in accordance with the University's policy and procedures for Incremental Progression.

4.7.2 During the life of this Agreement, the University will explore the introduction of a common incremental progression date commencing from a date in 2012. The University will consult with the ACUSCC regarding the implementation of a common incremental progression date.

4.8 FAIRNESS IN MANAGING STAFF PERFORMANCE

4.8.1 Principles for Managing Performance

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

4.8.1.2 This clause does not apply to circumstances in which a supervisor is providing regular feedback on a staff member's performance in the course of meeting ordinary operational requirements or as part of the performance review processes at the University.

4.8.1.3 During any meetings to discuss performance, a staff member may choose to be assisted by a person of her or his choice, including a staff representative, but not a practising solicitor or barrister.
4.8.1.4 It is expected that supervisors will have provided regular feedback on performance as part of the performance review processes at ACU and will deal promptly and fairly with issues.

4.8.1.5 Nothing in this clause prevents the relevant Executive Planning Group member or the Vice-Chancellor from referring a question of possible unsatisfactory performance to a supervisor or Manager for appropriate action.

4.8.2 Initial Feedback Mechanisms

4.8.2.1 A supervisor should normally address issues of possible unsatisfactory performance promptly as part of the regular performance review and ongoing feedback provided to the staff member.

4.8.2.2 If a supervisor concludes that the performance of a staff member does not meet the expected standards, the supervisor will address the issue(s) promptly and, in consultation with the staff member, will develop and implement specific strategies to address any concerns related to the staff member's performance.

4.8.2.3 To assist the staff member to address any concerns related to the staff member's performance, the supervisor will:

   (i) outline to the staff member the nature of the improvement(s) required and the time within which reasonable improvement is expected;

   (ii) outline the possible consequences if the staff member's performance does not improve;

   (iii) provide the staff member with a copy of the advice (first written advice) concerning the performance improvement required; and

   (iv) determine a time line to review whether the performance is improved or whether the matter should be pursued further.

4.8.3 Follow-up Feedback Mechanisms

4.8.3.1 If, following the steps taken under sub-clause 4.8.2.3, the staff member continues to perform below the expected standards, the supervisor will provide the staff member with a second written advice of the need for the staff member’s performance to improve, and will specify:

   (i) the acceptable standard of work;

   (ii) how and/or why the staff member’s work does not meet that standard;

   (iii) any required skill development or training to be provided;

   (iv) how the staff member’s performance will need to improve over a specified period of time, and

   (v) that, at the conclusion of the specified period a review of the staff member’s performance will occur.

   Where applicable, a copy of the second written advice will also be provided to the Executive Planning Group member responsible for the work unit in which the staff member works.

4.8.3.2 If, at the end of the specified review period, the staff member’s performance has improved to the required standard, the supervisor will provide the staff member with written confirmation of the staff member’s improvement and expectations for future performance as may be specified in the staff member’s annual performance review. Where applicable a copy of the advice will also be provided to the Executive Planning Group member responsible for the work unit in which the staff member works.

4.8.3.3 If, at the end of the specified review period, the staff member’s performance has not improved to the required standard, the supervisor may implement the Unsatisfactory Performance Procedures as set out in 4.8.4 or take other appropriate action.

4.8.4 Unsatisfactory Performance Procedures

4.8.4.1 If, at the end of the specified review period referred to in sub-clause 4.8.3.1 (v) the staff member's performance has not improved to the required standard, the supervisor will submit a report to this effect to
Executive Planning Group member (the Dean or Director or equivalent) for consideration and, at the same time, provide a copy to the staff member.

4.8.4.2 Within ten (10) working days of receiving a copy of the report, the staff member must submit to the Executive Planning Group member a written response to the report. The Executive Planning Group member will consider the report and the response provided by the staff member and consult with the supervisor and the Director Human Resources (or nominee) as appropriate. If appropriate, the Executive Planning Group member will refer the report to the relevant Deputy Vice-Chancellor for appropriate action.

4.8.4.3 Upon receipt of the report and any written response from the staff member, the relevant Deputy Vice-Chancellor will need to be satisfied that:

(i) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;

(ii) an adequate opportunity to respond was given;

(iii) any response was taken into account; and,

(iv) a reasonable opportunity has been afforded to remedy the performance problem.

4.8.4.4 The relevant Deputy Vice-Chancellor may then decide to:

(i) take no further action and advise the staff member accordingly;

(ii) refer the matter back to the Executive Planning Group member or the supervisor to ensure that the steps referred to in clause 4.8.3.3 are complied with in substance and in a manner appropriate to the circumstances; or,

(iii) recommend to the Vice-Chancellor that disciplinary action be taken.

4.8.4.5 On receipt of the recommendation from the relevant Deputy Vice-Chancellor and having considered the report of the supervisor related to the unsatisfactory performance, and the response from the staff member, the Vice-Chancellor may consider taking disciplinary action, as defined in sub-section 1.3 of this Agreement.

4.8.4.6 Before taking any action the Vice-Chancellor will provide the staff member with copies of the reports that have given rise to the recommendation under clause 4.8.4.4. The Vice-Chancellor shall invite the staff member to respond to the matters raised in those reports and to advise, within (5) five working days, in writing, any matters that the staff member may wish the Vice-Chancellor to take into account at the time a decision as to disciplinary action is to be considered.

4.8.4.7 Before deciding to take disciplinary action, the Vice-Chancellor will have regard to any such matters brought to attention by the staff member when deciding whether any disciplinary action should be taken.

4.8.4.8 The Vice-Chancellor will advise the staff member of his or her decision, and of the operative date of any disciplinary action to be taken.

4.8.4.9 If, following receipt of advice from the Vice-Chancellor, a staff member believes that fair and proper procedures have not been followed, the staff member may seek to have the process reviewed by a member of the Panel of Independent Chairs.

4.8.4.10 The member of the Panel (Reviewer) will review, solely, the steps taken during the process of applying this sub-section in order to establish whether the staff member was afforded procedural fairness throughout that application. The Reviewer will submit a report on the findings of this review, including recommendations if appropriate, to the Vice-Chancellor.

4.8.4.11 Subject to the outcome of any review by the Reviewer, if formal disciplinary action is to be taken, the Vice-Chancellor will advise the staff member in writing of the decision and the date of effect of the decision.

4.8.4.12 Nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
SECTION 5 WORKING ARRANGEMENTS

5.1 WORK-LIFE ARRANGEMENTS

To assist staff to balance their various work and life responsibilities, the following arrangements are available.

(i) **Reversion to Part-Time Work**
   A full-time staff member may apply to work part-time on a temporary or ongoing basis according to the staff member’s contract of employment and the needs of the University. There is no limit to the fraction of full-time workload that a part-time staff member may work, although this is at the discretion of the University.

(ii) **Job-Sharing**
    Job-sharing will be subject to operational requirements of the organisational unit and may be introduced by agreement between the staff member(s) and the supervisor. Staff working in a job-share arrangement will normally share one full-time position at the same classification level, with each person working part-time on a regular basis and in accordance with the conditions for part-time staff established under this Agreement.

5.2 WORKING ARRANGEMENTS – ACADEMIC STAFF

5.2.1 Annual Academic Workloads

5.2.1.1 Academic staff shall be consulted on workload which will be allocated as fairly and equitably as possible. The workload of academic staff will be allocated on an individual basis, consistent with the amount or percentage of the staff member’s time spent undertaking teaching, research and scholarship, and other activities including administration, leadership and/or service. To achieve this end, and to monitor workloads of academic staff generally within the School, the Head of School or delegate will assign workloads in accordance with the University policy and procedures on Academic Staff Workloads. The teaching requirements of all courses have to be met within the resources available to the University.

5.2.1.2 The basis for calculation of the annualised academic workload is 35 hours per week times 52.178571 weeks in a year. In any calendar year an academic staff member is entitled to the following to achieve work-life flexibility and to support the staff member’s health and wellbeing through taking a break from work to recreate:

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

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

5.2.2 Academic Career Pathways and Transition Arrangements

5.2.2.1 The following table summarises the various academic career pathways available to the University and its staff; including their corresponding teaching, research, scholarship, leadership and administrative activities:

(i) The academic workload for a teaching and research (Teaching and Research) academic staff is:

   Teaching 40%
   Research and Scholarship 40%
   Other Activities including administration 20%.

(ii) The academic workload for a teaching including scholarship (Teaching-focused) academic staff is:

   Teaching 60%
   Scholarship 20%
   Other Activities including administration 20%.
(iii) The academic workload for a research (Research-focused or Research-only) academic staff is:

- Teaching up to 20%
- Research 60-80%
- Other Activities including administration up to 20%.

(iv) The academic workload for Academic Leadership/Service academic staff is:

- Teaching 20-40%
- Research and Scholarship 20-40%
- Other Activities including leadership up to 60%.

<table>
<thead>
<tr>
<th>Teaching and Research</th>
<th>Teaching-focused</th>
<th>Research-focused/Research-only</th>
<th>Academic Leadership/Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Teaching</td>
<td>Research and/or Scholarship</td>
<td>Other Activities</td>
</tr>
<tr>
<td></td>
<td>40%</td>
<td>40%</td>
<td>20%</td>
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<td></td>
<td>638 hours</td>
<td>638 hours</td>
<td>319 hours</td>
</tr>
<tr>
<td></td>
<td>[up to 336 hours</td>
<td>[up to 319 hours</td>
<td></td>
</tr>
<tr>
<td></td>
<td>face-to-face (or</td>
<td>face-to-face (or equivalent)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>equivalent)</td>
<td>contact time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>contact time]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teaching-focused</td>
<td>60%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>957 hours</td>
<td>319 hours</td>
<td>319 hours</td>
</tr>
<tr>
<td></td>
<td>[up to 480 hours</td>
<td>face-to-face (or equivalent)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>face-to-face (or</td>
<td>contact time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>equivalent)</td>
<td>contact time</td>
<td></td>
</tr>
<tr>
<td>Research-focused/</td>
<td>Up to 20%</td>
<td>Up to 80%</td>
<td>Up to 20%</td>
</tr>
<tr>
<td>Research-only</td>
<td>Up to 319 hours</td>
<td>Up to 1,276 hours</td>
<td>Up to 319 Hours</td>
</tr>
<tr>
<td></td>
<td>[Research-focused: up to 168 hours face-to-face; Research-only: up to 96 hours face-to-face (or equivalent) maximum contact time]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Leadership/</td>
<td>Up to 40%</td>
<td>Up to 40%</td>
<td>Up to 60%</td>
</tr>
<tr>
<td>Service</td>
<td>Up to 638 hours</td>
<td>Up to 638 hours</td>
<td>Up to 957 hours</td>
</tr>
<tr>
<td></td>
<td>(normally 96 hours face-to-face (or equivalent) maximum contact time)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(v) Academic workload will be managed in line with the Transitional Arrangements and the Academic Workload Framework in Schedule 4.

(vi) The normal expectation is that an academic staff member is a Teaching and Research academic staff unless otherwise established through the appointment process or as an outcome resulting from appraisal procedures of the Performance Review and Planning Program for Academic Staff.

(vii) A Teaching and Research academic staff member who does not meet the workload allocation with respect to Research and Scholarship to expected standards, may elect the Teaching-focused career pathway for an agreed period of time and normally from the commencement of a new calendar year.

(viii) A Teaching and Research academic staff member who does not meet the workload allocation with respect to Research and Scholarship and who does not elect the teaching-focused career pathway will be managed in line with the relevant provisions of this Agreement.

5.2.3 Transitional Arrangements and Managing Workload Issues

(i) It is recognised that, as at the date of commencement of this Agreement, the workload allocations for academic staff for 2011 have been developed in accordance with the provisions of clause 5.1.2.2 of the Australian Catholic University Staff Agreement 2005-2008 (“the 2005-2008 Agreement”) and the associated Academic Workload Policy.

(ii) From the date of commencement of this Agreement until 31 December 2011, the annual workload allocations made in accordance with the 2005-2008 Agreement and the operative Academic Workload Policy will continue to apply unless a workload allocation is enhanced. To avoid doubt, the workload allocations and the operative Academic Workload Policy made in accordance with the 2005-2008 Agreement and in effect as at 1 January 2011 will continue to apply (unless a workload allocation is enhanced) and are deemed to be provisions of this Agreement until 31 December 2011.
(iii) From the commencement of Semester 2, 2011 workload allocations for academic staff will progressively be implemented in accordance with this clause, including through a pilot or pilots undertaken in particular Schools and/or Faculties at no disadvantage to a staff member. The workload allocations for academic staff will be made in accordance with this clause from the commencement of 2012.

(iv) An academic workload model will be agreed at the Workloads Advisory Committee (WAC) for consideration of the ACU Staff Consultative Committee (ACUSCC). Once consulted upon, the model will be in effect for the life of this Agreement (unless enhanced following a recommendation from the WAC).

5.2.4 Managing Workload Issues

(i) The University will establish a WAC for the purposes of supporting the implementation of the Academic Workload Framework.

(ii) The membership of the WAC will be three nominees of the University, including two academic staff members nominated by the Deputy Vice-Chancellor (Academic) one of whom is an Executive Dean and one of whom will be the Chair, and a Human Resources representative, and three academic staff union nominees. The Workload Advisory Committee will have a Workload Project Officer(s) to provide executive and other support.

(iii) The role of the WAC is to:

(a) monitor the operation of the Academic Workload Framework;

(b) provide input into the development and evaluation of the supporting electronic workload system;

(c) receive, discuss and consider academic workload issues referred by academic staff members, Heads of School or Executive Deans and make recommendations to the Deputy Vice-Chancellor (Academic);

(d) review the Academic Workload Framework as required, and normally, based on the issues referred to it, on an annual basis;

(e) recommend the updated Academic Workload Framework to the Deputy Vice-Chancellor (Academic) and then to the ACUSCC for endorsement, prior to approval of revisions by the Vice-Chancellor.

(iv) The WAC will normally meet at least three times each year, and at least once each half year to consider relevant issues and to review and update the Academic Workload Framework.

(v) In general, issues arising from the implementation of the Academic Workload Framework should be dealt with in a timely manner.

(vi) An academic staff member should normally raise an issue arising from the implementation of the Academic Workload Framework or identify possible unreasonable hours of work directly with her/his Head of School in the first instance.

(vii) Where the issue is not resolved or it is not possible to reach agreement by this means, the academic staff member may make a written application to the Executive Dean for a peer review. The Executive Dean will assemble a panel of three academic peers, at least one of whom will be familiar with the staff member’s academic discipline or specific work area, and, if requested by the staff member, one of whom may be an academic staff member within that Faculty nominated by the academic union. The peer review panel will provide a recommendation to the Executive Dean regarding the issue and the Executive Dean may take action as she/he considers appropriate in the circumstances.

(viii) Where an academic staff member is dissatisfied with the resolution by the Executive Dean, the staff member may make a written application to the WAC for review and consideration. The consideration of the WAC is forwarded to the Deputy Vice-Chancellor (Academic) for decision. The staff member will be advised of the decision and normally the reasons for the decision will be
provided. The decision of the Deputy Vice-Chancellor (Academic) is final and is not open to challenge via the Disputes Settling Procedure of this Agreement.

(ix) In determining what are reasonable hours of work, the University will have regard to the following factors:

(a) The total number of teaching hours;
(b) The total number of teaching and/or required hours worked during a particular day or week;
(c) The number of teaching and/or required hours worked without a break;
(d) The length of a break between required hours of work;
(e) Any requirement to undertake teaching before 8.00 am or after 9.00 pm or on University holidays;
(f) Requirements to travel between campuses to undertake teaching;
(g) The time-off between finishing and starting times of teaching sessions;
(h) The number of days of the week during which teaching and/or required duties are scheduled;
(i) Health and wellbeing issues;
(j) The incidence of night work;
(k) The academic staff member’s general workload; and
(l) The academic staff member’s family needs and responsibilities.

5.2.5 Principles of Academic Availability

5.2.5.1 It is acknowledged that, from time to time, academic staff will undertake a range of duties that either necessitate or benefit from their absence from campus. It is, nevertheless, expected that staff will be available for scheduled School, Faculty and University meetings, and for interaction and consultation with students and colleagues on a reasonable basis during the course of the daytime hours of University operation and/or other times in the case of other teaching patterns. The details of such availability shall be made publicly available to students, colleagues and the relevant Head of School. The manner in which these details will be published and recorded is to be determined by the Head of School.

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

5.3 WORKING ARRANGEMENTS – GENERAL STAFF

5.3.1 Principles

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

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

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

5.3.2 Arrangements for Working Flexibly – General Staff

These working arrangements shall apply to all general staff members.
5.3.2.1 Parameters

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

(i) the normal weekly ordinary hours of work shall be 35 hours, however, the maximum number of ordinary hours a staff member may be permitted to work in any week is 45 hours;

(ii) the maximum number of ordinary hours a staff member may be permitted to work on any one day is 9 hours;

(iii) the normal daily span of ordinary hours to be worked under these arrangements will be 8:00 am to 6:00 pm, Monday to Friday but this may be extended to 7:30 am to 7:00 pm where it is essential to maintain a University service or activity;

(iv) except in an emergency situation, a general staff member will normally be given 48 hours notice if they are required to work during the period 7:30 am to 8:00 am or 6:00 pm to 7:00 pm;

(v) overtime and shift penalties are not applicable between 7:30 am and 7:00 pm;

(vi) with the approval of the Executive Planning Group member, a general staff member may work ordinary hours outside the extended span of ordinary hours provided that she/he is not required to do so under this provision;

(vii) a general staff member will normally work an average of 140 hours over a four-week cycle;

(viii) part-time general staff will work the hours specified in their contract of employment over a four-week cycle (or the contracted period in the case of casual staff); and,

(ix) the ordinary hours of work for caretaking/cleaning/gardening/security staff shall be worked between 6:00 am to 10:00 pm, Monday to Friday.

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

5.3.2.1.3 A general staff member may, by mutual agreement with her/his supervisor, work more or less than the weekly hours allowed for by this Agreement provided that, at the end of the four-week cycle, the total hours worked equates to the appropriate fraction of employment.

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

5.3.4 Meal Breaks and Rest Pauses – General Staff

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

5.3.5 Shiftwork – General Staff

5.3.5.1 The provisions of this clause shall not apply to a casual staff member nor to any general staff member in receipt of a salary in excess of that for Level 7, as set out in Part B of Schedule 1. The payment of a shift penalty will be subject to the time of commencement of the particular shift as defined in the University policy on shiftwork payments.
5.3.5.2 All authorised work on shiftwork shall be paid at the percentage of the ordinary rate per hour in accordance with the following table:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hourly Penalty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afternoon, night or broken shift – Monday to Friday</td>
<td>115%</td>
</tr>
<tr>
<td>Rostered or required –</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td>150%</td>
</tr>
<tr>
<td>Sunday</td>
<td>200%</td>
</tr>
<tr>
<td>Public Holiday</td>
<td>250%</td>
</tr>
<tr>
<td>Double shift</td>
<td></td>
</tr>
<tr>
<td>Initial Shift</td>
<td></td>
</tr>
<tr>
<td>- Monday to Friday</td>
<td>115%</td>
</tr>
<tr>
<td>- Saturday</td>
<td>150%</td>
</tr>
<tr>
<td>- Sunday</td>
<td>200%</td>
</tr>
<tr>
<td>- Public Holiday</td>
<td>250%</td>
</tr>
<tr>
<td>Second Shift</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appropriate overtime rates and meal allowance (if an unpaid meal break is taken in accordance with the conditions set out in Sub-clause 5.3.4)</td>
</tr>
</tbody>
</table>

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

5.3.6 Overtime – General Staff

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

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

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

<table>
<thead>
<tr>
<th>Overtime Type</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>In excess of any of the limits in sub-clause 5.3.2 for first 3 hours</td>
<td></td>
</tr>
<tr>
<td>- Monday to Saturday</td>
<td>150%</td>
</tr>
<tr>
<td>- Thereafter or Sunday</td>
<td>200%</td>
</tr>
<tr>
<td>- Public Holiday (Saturday, Sunday or outside the span of hours)</td>
<td>250%</td>
</tr>
<tr>
<td>In excess of 35 hours for part-time, fractional or casual staff</td>
<td>Or equivalent time in lieu at the request of the staff member</td>
</tr>
</tbody>
</table>
University Concessional Holidays

| Public Holiday on a day which would otherwise be a working day (within normal span of hours) | Normal Salary plus 50% for the first 3 hours followed by normal salary plus 100% |
| For staff members recalled to duty | Normal Salary plus 150% |
| - Monday to Saturday | Minimum 3 hour payment of 150% |
| - Sunday | 200% |
| - Public Holiday | 250% |
| Where there is not a minimum of 10 hours rest relief off duty prior to returning to duty until released from duty | 200% |

5.3.6.3 The management of overtime will be in accordance with the University policy and procedures for overtime. Staff members who are directed to work overtime are required to record their starting and finishing times and the timing of any breaks taken during the period of overtime.

5.3.7 On-Call Arrangements – General Staff

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

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

<table>
<thead>
<tr>
<th>On Call Arrangement</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For a 24 hour rostered period</td>
<td>115% of ordinary daily hours</td>
</tr>
<tr>
<td>Return to the workplace outside the span of hours</td>
<td>Minimum 3 hour payment at appropriate overtime rates</td>
</tr>
</tbody>
</table>

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

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

To support continuous performance improvement, all general staff will actively engage in any process of job redesign and accept role flexibility accompanied by the skills enhancement needed to support their career development and necessary to accommodate the University's changing needs.
SECTION 6: EMPLOYMENT MATTERS

6.1 GENERAL PRINCIPLES

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

6.1.2 The University will employ a person as a staff member on terms that correspond with one or other of the employment types prescribed in this section.

6.1.3 To avoid doubt, nothing in this Agreement prevents a staff member from engaging in additional work as a casual in work unrelated to, or identifiably separate from, the staff member’s normal duties.

6.1.4 Other than the provision of sub-clause 6.1.5, nothing in this Agreement limits the number or proportion of staff that the University may employ in a particular type of employment.

6.1.5 The University will take reasonable action/s to reduce the proportion of casual sessional academic staff to regular academic staff over the life of this Agreement, benchmarked from trend data using 2009 data as a baseline. Such actions will include offering conversion from sessional to regular employment in accordance with this Agreement.

6.2 INDIGENOUS EMPLOYMENT

6.2.1 Australian Catholic University has a long-standing commitment to full participation of Indigenous Australians in higher education. To support this commitment, the University will use its best endeavours to implement the Indigenous Employment Strategy (IES) 2009 – 2011 and will update the Strategy as appropriate.

6.2.2 The Indigenous Employment Steering Committee will report twice per year to the Australian Catholic University Staff Consultative Committee (ACUSCC) regarding the progress of the IES, including progress towards meeting the University’s target of increasing indigenous staffing numbers to be equivalent to 2% of total University staff.

6.3 CLASSIFICATIONS

6.3.1 Minimum Standards for Academic Levels (MSALs)

6.3.1.1 The minimum standards for levels of academic staff, (other than casual staff) utilised by the University are specified in Schedule 3, Part A of this Agreement.

6.3.1.2 The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

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

6.3.1.4 The MSALs will not be used as a basis for claims for reclassification.

6.3.2 General Staff Position Classifications

6.3.2.1 The DWM descriptors, as specified in Schedule 3, Part B of this Agreement, shall be the primary determinant of the classification of general staff positions.
6.3.2.2 Position descriptions should be reviewed on a regular basis and updated where necessary.

6.3.2.3 Position descriptions should undergo a classification review as a result of:

(i) a review of an existing position (where significant change to description occurs);
(ii) the development of a new position;
(iii) the review of an existing position as a result of a restructure of a functional or organisational area.

6.3.2.4 A staff member may submit an application for a review of his or her position classification. Position descriptions submitted for a classification review should normally have undergone consultation between the supervisor and the staff member/s.

6.3.3 General Staff Classification Review Panel and the Classification Review Committee

6.3.3.1 The General Staff Classification Review Panel will comprise 20 general staff members, with (10) members nominated by the Unions and (10) members nominated by the Director, Human Resources to operate as the Classification Review Panel.

6.3.3.2 All members of the Classification Review Panel will be trained in the classification methodologies, DWM (primary) and Hay (secondary).

6.3.3.3 The classification review in the first instance undertaken by a sub-group of two members of the Classification Review Panel, one general staff member nominated by the Union and one general staff member nominated by the Director, Human Resources who will meet on an as needs basis.

6.3.3.4 Decisions of the classification review sub-group are regarded as decisions of the Classification Review Committee.

6.3.3.5 In the event that a consensus outcome cannot be reached by the classification review sub-group using the primary and secondary descriptors, the classification review will be referred to the Classification Review Committee which meets up to four times per year.

6.3.3.6 The Classification Review Committee shall comprise:

(i) A senior officer nominated by the Chair of the ACU Staff Consultative Committee to act as Chair;
(ii) Two general staff members from the Classification Review Panel nominated by the Director, Human Resources (or delegate);
(iii) Two general staff members from the Classification Review Panel nominated by the Unions.

6.3.3.7 The database of all position classifications will be updated on a regular basis and will normally be provided to all members of the Classification Review Committee up to four times per year. The Classification Review Panel and the Classification Review Committee will undertake appropriate relativity checking in considering classification outcomes.

6.3.3.8 The changed general staff classification review process is expected to commence from approximately July 2011.

6.3.3.9 The salary of a general staff member on appointment shall be within the salary range determined by the University for the Level at which position is classified, according to the qualifications, skills and experience necessary for the performance of the duties of the position.

6.4 EMPLOYMENT TYPES

6.4.1 Full-time employment means employment other than part-time or casual and may be on a fixed-term or continuing basis.

6.4.2 Part-time employment means employment for less than the normal weekly hours specified for a full-time staff member, for which all Agreement entitlements are paid on a pro rata basis calculated by reference to
the time worked. Part-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

6.4.2.1 Payment of overtime to a part-time general staff member shall be in accordance with sub-clause 5.3.6 (Overtime) of this Agreement.

6.4.3 Fractional employment means employment for a fixed number of weeks in the year which is less than 52 weeks of the year, for which all entitlements are paid on a pro rata basis calculated by reference to the time worked. Fractional employment may be on a continuing or fixed-term basis, may be full-time or part-time weekly hours, and, may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

6.4.3.1 Payment of overtime to a fractional general staff member shall be in accordance with sub-clause 5.3.6 (Overtime) of this Agreement.

6.4.3.2 A continuing fractional staff member may apply to the University to receive an annualised salary payment over a 12 month period based on the staff member’s fraction of employment.

6.4.4 Casual employment is employment by the hour and is paid a rate on an hourly basis that includes a loading related to agreed benefits for which a casual employee is not eligible. A casual employee will be paid a rate calculated in accordance with the weekly base rate derived from the relevant classification plus a casual loading.

6.4.5 Sessional employment means employment on a non-continuing basis for a number of programmed engagements over a specified period during the year, and for which payment is made at an hourly rate. In the case of an academic sessional staff member, such engagements will normally be related to a teaching session as set out in the University calendar. Payment for each programmed engagement of sessional employment will be in accordance with the rates set out in Schedule 2, Part A of this Agreement.

6.5 REQUIREMENT TO STATE TERMS OF ENGAGEMENT

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

6.5.1 for staff other than casuals, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;

6.5.2 for a fixed-term staff member, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;

6.5.3 for casuals including sessionals, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;

6.5.4 for any staff member subject to probationary employment, the length and terms of the probation; or

6.5.5 other main conditions of employment including the identity of the University, or the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment that can be ascertained.

6.6 EMPLOYMENT CATEGORIES

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

6.6.1.1 Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, a staff member must be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
6.6.1.2 Continuing employment is terminable by the resignation or retirement of the staff member, by the abandonment of employment by the staff member, by the position being declared redundant; by the staff member’s employment being otherwise terminated by the University in accordance with the relevant provisions of this Agreement, or by the death of a staff member.

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

6.6.2.1 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

6.6.2.2 Fixed-term employment is terminable by the resignation or retirement of the staff member, during a probationary period, by the abandonment of employment by the staff member or by the staff member’s death; or the staff member’s employment being terminated by the University in accordance with the relevant provisions of this Agreement for unsatisfactory performance, medical separation, serious or wilful misconduct, or where the position is declared redundant. In any of these circumstances the staff member is entitled to the same payments or notice period as a continuing staff member except in the case of redundancy where the employee will be paid out the balance of the contract or receive 6 months’ salary whichever is the greater.

6.6.2.3 The use of fixed-term employment is limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

   (i) Specific task or project means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

   (ii) Research means work activity by a person engaged on research only functions for a contract period not exceeding five years. Such a contract may be on a continuing contingent basis which is contingent upon the provision of funding.

   (iii) Replacement staff member means a staff member who is:

       (a) undertaking work activity replacing a full-time, fractional or part-time employee for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

       (b) performing the duties of:

           (I) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

           (II) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position; or

           (III) a vacant position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable.

   (iv) Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding (2) two years.
(v) Pre-retirement contract
Where a full-time or a part-time staff member declares that it is her or his intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate employment type for a period of up to (5) five years.

(vi) Fixed-term contract employment subsidiary to studentship
Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

(a) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period Of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 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>

(i) Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able
to give the notice required by this sub-clause, it will be sufficient compliance with this clause if the University:

(a) advises those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given; and

(b) gives notice to the staff member at the earliest practicable date thereafter.

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

(i) the staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in clause 6.6.2.3 (i) or 6.6.2.3 (ii) and the same or substantially similar duties are no longer required by the University; or

(ii) the staff member is employed on a fixed-term contract to do work required for the circumstances described in clause 6.6.2.3 (i) or 6.6.2.3 (ii) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

Severance Payments for eligible fixed-term staff

<table>
<thead>
<tr>
<th>Period of continuous paid service</th>
<th>Severance payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks’ salary</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks’ salary</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks’ salary</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks’ salary</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks’ salary</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks’ salary</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks’ salary</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks’ salary</td>
</tr>
<tr>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks’ salary</td>
</tr>
<tr>
<td>At least 10 years and over</td>
<td>12 weeks’ salary</td>
</tr>
</tbody>
</table>

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

6.6.2.9 If the University offers acceptable alternative employment for a staff member who is otherwise entitled to severance payment, then that staff member is not entitled to severance payment.
Entitlements and calculation of continuous service

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

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

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

6.6.2.13 Right of application
No staff member employed on a fixed-term contract (other than a staff member employed on a pre-retirement contract within the meaning of sub-clause 6.6.7) will be prevented from making application to the University, nor having her or his application for employment within the terms of this Agreement considered, solely because the staff member has previously been employed on a fixed-term contract by the University.

6.6.2.14 Conversion from Fixed-term to Continuing Employment
The provisions of this clause shall only apply to fixed-term staff appointed at Academic Levels A to C (inclusive) and to general staff appointed up to HEW Level 9.

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

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

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

6.7 CONVERSION OF CASUAL/SESSIONAL EMPLOYMENT

Conversion from Casual to Continuing or Fixed-term Employment – General Staff

The University will issue advice to casual general staff members that, after serving qualifying periods, some casual general staff members may have a right to apply for conversion and a copy of the University Policy on Employment of Casual General Staff shall be made available to such staff.

6.7.1 Eligibility for Conversion

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

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

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

(i) the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to her/his engagement and the work required;

(ii) the staff member is a genuine retiree;

(iii) the staff member is performing work which will either cease to be required or will be performed by a non-casual [regular] staff member, within 26 weeks (from the date of application);

(iv) the staff member has a primary occupation with the University or elsewhere, either as a staff member, a professional or as a self-employed person;

(v) the staff member does not meet the essential requirements of the position; or,

(vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

6.7.1.3 A staff member whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:

(i) that rejection is solely based upon the ground set out in clause 6.7.1.2 (i); and,

(ii) that ground ceased to apply.

6.7.1.4 The management of Conversion from Casual to Non-Casual employment – General Staff is covered by the Policy on the Employment of Casual General Staff.

6.7.2 Conversion from Sessional to Non-Sessional [Regular] Academic Employment

The University will call for applications for conversion at least once per annum in line with the University Policy on the Employment of Sessional Staff.

6.7.2.1 Eligibility for Conversion

6.7.2.2 To be eligible to apply for conversion, a sessional staff member must have been employed and performing academic duties on a regular and systematic basis in the same or a similar role in the same School (or equivalent) over the immediately preceding period of twenty-four months. During this period, the sessional staff member must have worked at least 3 out of the 4 semesters and her or his average weekly hours worked must equal at least 50 per cent of the relevant ordinary weekly teaching contact hours that would have been worked by an equivalent full-time staff member.

6.7.2.3 Applications for conversion will normally be considered for Teaching Focused roles or positions, which may be available on a fractional and/or part-time basis. The University may offer either conversion to a continuing appointment or to fixed-term appointments which are consistent with this clause.

6.7.2.4 Applications for conversion to Teaching and Research roles will normally only be considered from sessional staff who can demonstrate either possession of a relevant doctorate or substantial progress towards completion.

6.7.2.5 The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. A staff member whose application for conversion is rejected will be provided with written reasons for the refusal.

Reasonable grounds include, but are not limited to, the following:

(i) the sessional staff member is a genuine retiree;

(ii) the sessional staff member is performing work which will either cease to be required or will be performed by a regular staff member, within 26 weeks (from the date of application);

(iii) the sessional staff member has a primary occupation with the University or elsewhere, either as a regular staff member, a professional or as a self-employed person;

(iv) the sessional staff member does not meet the essential requirements of the position; or,
6.7.2.6 The essential requirements of the position are:

(i) demonstrated capacity to undertake higher degree studies.
(ii) demonstrated capacity to teach and where appropriate research to a satisfactory standard.
(iii) relevant qualifications and/or professional experience.

6.7.2.7 Management of Conversion from Casual to Non-Casual Employment – Sessional Staff is covered by the Policy on the Employment of Sessional Staff.

6.8 MINIMUM EMPLOYMENT PERIOD

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

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

6.9 PROBATIONARY EMPLOYMENT

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

6.9.2 Notwithstanding that the relevant Deputy-Vice-Chancellor may, however, reduce or dispense with a probationary period in the case of a new staff member where this is warranted, the maximum term of a probationary period for a general staff member shall be six (6) months, and for a continuing academic staff member shall be five (5) years (normally with a review at 3 years) notwithstanding that these periods may be shortened.

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

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

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

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

(i) the staff member is serving a reasonable probationary period, having regard to the nature and circumstances of the employment;
(ii) the dismissal complies with the University’s probation review policy and procedures; and,
6.9.6 As a condition incidental to employment on probation, a staff member must be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

6.9.7 If, at the end of the specified review period (or the final review in the case of a continuing academic staff member) the staff member has not met her or his probationary criteria and/or the staff member's performance has not improved to the required standard, the supervisor will submit a report to this effect through the Executive Planning Group member to the relevant Deputy Vice-Chancellor for consideration and, at the same time, provide a copy to the staff member.

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

6.9.9 Upon receipt of the report and any written response from the staff member, the relevant Deputy Vice-Chancellor will need to be satisfied that:

(i) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention, including any specific probationary criteria that have not been met;

(ii) an adequate opportunity to respond was given;

(iii) any response was taken into account; and,

(iv) a reasonable opportunity has been afforded to remedy the performance problem and/or otherwise meet the probationary criteria.

6.9.10 The relevant Deputy Vice-Chancellor may then decide to:

(i) take no further action;

(ii) refer the matter back to the Executive Planning Group member or the supervisor to ensure that appropriate steps are taken (eg relevant staff development or training); or,

(iii) recommend to the Vice-Chancellor that disciplinary action be taken.

6.9.11 On receipt of the recommendation from the relevant Deputy Vice-Chancellor and having considered the report of the supervisor related to the probationary staff member, and the response from the staff member, the Vice-Chancellor may consider taking disciplinary action, as defined in sub-section 1.3 of this Agreement.

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

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>Disciplinary Action</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 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>

6.9.14 The Vice-Chancellor will advise the probationary staff member of his/her decision, and of the operative date of any disciplinary action to be taken.

6.9.15 If, following receipt of advice from the Vice-Chancellor, a probationary staff member believes that fair and proper procedures have not been followed, the staff member may seek to have the process reviewed by a member of the Panel of Independent Chairs.

6.9.16 The member of the Panel (Reviewer) will review, solely, the steps taken during the process of applying this sub-section in order to establish whether the staff member was afforded procedural fairness throughout that application. The Reviewer will submit a report on the findings of this review, including recommendations, if appropriate, to the Vice-Chancellor.

6.9.17 Subject to the outcome of any review by the Reviewer, if formal disciplinary action is to be taken, the Vice-Chancellor will advise the staff member in writing of the decision and the date of effect of the decision.

6.9.18 All actions of the Vice-Chancellor to discipline a probationary staff member shall be final, and not subject to the disputes settling procedures, except that any disputes regarding the process leading to the Vice Chancellor’s actions and decisions may be referred to the disputes committee.

6.9.19 Nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

6.10 TRANSFERS

6.10.1 Notwithstanding any other provision of this Agreement, the University may transfer a staff member into another position at their current classification level, fraction and duration. The University will consult with the staff member before deciding whether or not to proceed with a directed transfer.

6.10.1.1 Provided that the staff member will not be required to relocate from one State/Territory to another as a result of the transfer; and,

6.10.1.2 Provided that a staff member in Victoria will not be required to transfer from Melbourne to Ballarat (or vice versa) as a result of the transfer; or,

6.10.1.3 If a staff member requests a transfer in writing and a suitable vacancy is available.
SECTION 7: DISCIPLINE PROVISIONS, MEDICAL ASSESSMENT AND SEPARATION FROM EMPLOYMENT

7.1 SEPARATION AT THE INITIATIVE OF THE STAFF MEMBER

7.1.1 Separation due to Abandonment of Employment

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

7.1.2 Resignation or Retirement from the University

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

A general staff member whose position is classified at HEW Level 8 or 9, other than a casual general staff member, is normally required to give the University not less than four weeks’ notice of separation from employment with the University.

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

A casual academic staff member, a casual general staff member, and/or a sessional staff member is required to give a minimum of one hour’s notice of separation from employment with the University.

7.2 DISCIPLINE PROVISIONS

7.2.1 Action to Address Misconduct or Serious Misconduct

Principles

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

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

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

7.2.1.4 Nothing in this Agreement prevents an Executive 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 a staff member’s behaviour.

7.2.1.5 Throughout the proceedings associated with misconduct or serious misconduct, a staff member may choose to be assisted by a person of their choice, provided that person is not a practising barrister or solicitor.

7.2.1.6 Proceedings associated with misconduct or serious misconduct will be conducted in line with natural justice and procedural fairness.

7.2.1.7 The Vice-Chancellor may at any time suspend a general staff member with pay, or an academic staff member with or without pay, if the Vice-Chancellor is of the view that the alleged conduct amounts to
conduct of a kind envisaged in Regulation 1.07 of the Fair Work Act Regulations 2009 so that it would be unreasonable to continue the staff member's attendance at work pending further investigation.

7.2.1.8 The management of misconduct/serious misconduct will be in accordance with the University Misconduct and Serious Misconduct Policy and Procedures.

7.2.2 Action to Address Misconduct

7.2.2.1 Where the University becomes aware of behaviour of a staff member which may constitute misconduct or serious misconduct, depending upon the seriousness of the possible misconduct or serious misconduct, the relevant University officer (who may be the supervisor and/or Executive Planning Group member [EPG]); may undertake preliminary inquiries and/or discuss the matter with the staff member. The supervisor and/or EPG member may form the view that there is no case to answer and advise the staff member accordingly.

7.2.2.2 If, following preliminary inquiries and/or discussions with the staff member, a supervisor and/or EPG member reasonably forms a view that the behaviour of the staff member is not acceptable, the supervisor and/or EPG member may:

(i) counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected and how the staff member's behaviour and/or interaction with colleagues and stakeholders will be assessed, and/or

(ii) refer the matter to the relevant Deputy Vice-Chancellor for consideration of potential disciplinary action through the submission of a report to the Vice-Chancellor. A copy of the report will be provided to the staff member who will be invited to submit a response to the report to the relevant Deputy Vice-Chancellor within ten (10) working days.

7.2.3 Where the Supervisor/EPG Member Decides to Counsel the Staff Member

7.2.3.1 If the supervisor and/or EPG member decide to counsel the staff member and, at the end of the specified review period, the staff member's behaviour has improved to the required standard; the supervisor and/or EPG member will advise the staff member that no further action will be taken under this clause. The staff member's behaviour and performance will be managed in accordance with the University's performance management policies and procedures and in accordance with its Code of Conduct for All Staff.

7.2.3.2 If the supervisor and/or EPG member decide to counsel the staff member and, at the end of the specified review period, the staff member's behaviour has not improved to the required standard, the supervisor and/or EPG member will submit a report to the relevant Deputy Vice-Chancellor. A copy of the report will be provided to the staff member who will be invited to submit a response to the report to the relevant Deputy Vice-Chancellor within ten (10) working days.

7.2.3.3 In considering the report and the staff member's response, the relevant Deputy Vice-Chancellor will first be satisfied that the matter has been appropriately and fairly managed in line with the University policy.

7.2.3.4 If the relevant Deputy Vice-Chancellor decides that the matter has not been appropriately managed, she/he may refer the matter and/or issues to the supervisor and/or EPG member in order to address the matter or issues in line with the relevant University policy and procedures.

7.2.3.5 Following consideration of the report and response, if the relevant Deputy-Vice-Chancellor concludes that:

(i) the behaviour of the staff member may constitute misconduct or serious misconduct, and/or

(ii) the required improvements in behaviour and conduct have not been achieved within the specified timeframe,
the relevant Deputy Vice-Chancellor will endorse the report and forward it to the Vice-Chancellor with a recommendation that the University consider taking action in relation to potential misconduct or serious misconduct, along with any other appropriate consideration and/or recommendation.

7.2.3.6 If, on consideration of the report and the staff member’s response the Vice-Chancellor decides that the matter warrants further investigation then the Vice-Chancellor will notify the staff member of the allegation(s) in writing and invite the staff member to submit a written response within ten (10) working days.

7.2.3.7 If the staff member admits in part or in 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 as defined in sub-clause 1.3 (viii) of this Agreement.

7.2.3.8 Alternatively, if the staff member denies any part of the allegation(s), or fails to submit a written response, the Vice-Chancellor may:

(i) counsel and/or censure the staff member for unsatisfactory behaviour;
(ii) take no other action; or
(iii) arrange for the matter to be investigated by a Misconduct Investigation Committee.

7.2.4 Investigation of Misconduct/Serious Misconduct

7.2.4.1 Where a matter is referred for investigation a Misconduct Investigation Committee will be appointed by the Vice-Chancellor to investigate and prepare a report on the facts of the matter/s referred.

7.2.4.2 The Misconduct Investigation Committee will consist of three members, namely:

(i) an independent Chairperson external to the University chosen by the Vice-Chancellor from a panel of chairpersons established in accordance with this Agreement;
(ii) a nominee of the Vice-Chancellor from within the University; and,
(iii) a union nominee.

7.2.4.3 The Committee will be assisted by an Executive Officer provided by the University.

7.2.5 External Chairperson’s Panel

7.2.5.1 A panel of external persons shall be established by the University in consultation with the Australian Catholic University Staff Consultative Committee (ACUSCC). The persons appointed to the panel shall be independent of the University and appropriately professionally skilled and experienced to perform the role of a chairperson so as to instil in the University community confidence in the Committee process. Such persons may continue to include members of the Higher Education Panel of Fair Work Australia.

7.2.5.2 In conducting its investigation, the Misconduct Investigation Committee will operate in camera and, will be guided by the principles of natural justice and procedural fairness to inquire into and prepare a report about the facts of the matter(s).

7.2.5.3 The Committee will:

(i) where relevant, interview the staff member and any other appropriate person to establish the facts relating to the matter(s) referred for investigation;
(ii) take into account any other relevant material or information;
(iii) conduct its own fact finding proceedings and interviews in the presence of the staff member and if she/he so chooses, her/his chosen representative (as defined in sub-clause 1.3 (xxix)) allowing the asking of questions, presentation or challenging of evidence, and or the provision of submission,
(iv) where it decides that it is appropriate to do so, create, maintain and making available on request to the participants in the process, a sound or video recording of its proceedings but not including its deliberations [subject to the Committee obtaining the written consent of all of the participants to be recorded, in accordance with Federal Privacy Regulations], and
(v) present its final report to the Vice-Chancellor and the staff member as soon as practicable.

7.2.6 Action by the Vice-Chancellor

7.2.6.1 On receipt of the written report of the Misconduct Investigation Committee and having considered the findings, the Vice-Chancellor may:

(i) if no misconduct or serious misconduct has been found, promptly advise the staff member in writing; or,

(ii) Take disciplinary action as defined in sub-clause 1.3 (viii) of this Agreement.

7.2.6.2 All actions of the Vice-Chancellor to discipline a staff member shall be final, except that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter. The final determination of the Vice-Chancellor is final and is not open to challenge via the Disputes Settling Procedures of this Agreement.

7.2.7 Notice Periods in Relation to Serious Misconduct

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period Of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 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>

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

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

7.3 REDUNDANCY PROVISIONS AND SEVERANCE PAYMENTS

7.3.1 General Principles

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

7.3.1.2 The management of redundancy, redeployment, retrenchment and voluntary early retirement will be in accordance with the University’s policy and procedures relating to redundancy, redeployment, retrenchment and early retirement.

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

7.3.2.1 A redundancy occurs where the University decides that it no longer wishes the job/duties that the staff member has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour. A redundancy may occur for reasons of an economic, technological, structural or similar nature.

7.3.2.2 The University may declare a staff member's position to be redundant for one or more of the following reasons:

(i) a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;

(ii) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;

(iii) financial exigency within an organisational unit or cost centre;

(iv) changes in technology or work methods; or,

(v) changes in the organisational structure of an organisational unit, a Faculty, a campus, or the University.

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

7.3.4 Notice of Redundancy

7.3.4.1 As soon as practicable after a decision to make one or more positions redundant, the University will inform the staff members who are affected. The University will invite the affected staff members to consult regarding measures which may be taken to minimise the adverse effects of the decision. These measures may include:

(i) an agreed variation to the staff member's contract (eg to a fractional pre-retirement contract),
(ii) the staff member electing to take voluntary redundancy,
(iii) redeployment (including a trial redeployment),
(iv) relocation,
(v) voluntary early retirement, or
(vi) secondment.

7.3.4.2 Staff members may choose to be assisted during these discussions by a staff representative.

7.3.4.3 Following the consultation process outlined above, the University will decide which, if any, measures to minimise the adverse effects of its decision will be implemented.

7.3.4.4 Where the University is unable to redeploy the staff member(s), the University will provide the affected staff member(s) with the following notice of redundancy:

<table>
<thead>
<tr>
<th>Completed years of service at the time when notice is given</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to 5 years of service</td>
<td>3 weeks per year of service</td>
</tr>
<tr>
<td>More than 5 years of service</td>
<td>26 weeks</td>
</tr>
</tbody>
</table>

7.3.5 Staff Member May Elect to Take Voluntary Redundancy or Redeployment

7.3.5.1 A staff member, who has received formal notice from the University that her/his position has been declared to be redundant, may advise the University in writing within 28 calendar days of the date of the notice, that she/he wishes to either take voluntary redundancy from the University or seek redeployment.
7.3.5.2 A staff member who elects to take voluntary redundancy must indicate her/his preferred last day of employment which must be no later than a prospective date of up to (twelve) 12 weeks from the date that the formal notice period commenced.

7.3.5.3 A staff member who chooses to take voluntary redundancy will receive payment in lieu of any remaining notice period and relevant severance payments, normally within (twenty-one) 21 days of her/his last day of employment. The University will cease all related retraining, redeployment, relocation or secondment activities.

7.3.5.4 A staff member who does not respond to the University within (twenty-eight) 28 days of the date of the notice will be considered to be seeking redeployment.

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

7.3.6 Severance Payments

A staff member who chooses to take Voluntary Redundancy and a staff member who is made redundant involuntarily by the University will receive severance payments as per the following table:

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

7.3.7 Calculation of Severance Payments

7.3.7.1 Severance payments will be calculated on the staff member’s substantive salary as at the date of retrenchment.

7.3.7.2 A fixed-term staff member who is retrenched prior to the expiry of her/his contract of employment in accordance with its terms is entitled to the same notice period as a continuing staff member and will be
paid a sum equal to her/his salary for the balance of the term of the contract, or receive six (6) months’ salary, whichever is the greater.

7.3.7.3 A staff member whose employment has proceeded beyond staff member’s normal retirement date as defined by the staff member’s superannuation fund will receive severance payments in accordance with the National Employment Standards, enhanced as follows:

<table>
<thead>
<tr>
<th>Period of continuous paid service</th>
<th>Severance payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks’ salary</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks’ salary</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks’ salary</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks’ salary</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks’ salary</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks’ salary</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks’ salary</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks’ salary</td>
</tr>
<tr>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks’ salary</td>
</tr>
<tr>
<td>At least 10 years and over</td>
<td>16 weeks’ salary</td>
</tr>
</tbody>
</table>

7.3.7.4 Staff members who are within two (2) years of their anticipated retirement date for superannuation purposes may apply to take Voluntary Retirement as per clause 7.4.

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

7.3.8 **Capping of Notice and Severance Payments**

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

7.3.9 **Involuntary Redundancy Payments**

The benefits in this clause for involuntary redundancy will be paid to a staff member where the staff member:

(i) elected redeployment but was not able to be redeployed into a suitable vacant position; or
(ii) participated in a trial redeployment period which was not successful (in which case the amount of severance payments will be reduced by the length of the trial redeployment unless the trial fully occurred within the notice period).

7.4 VOLUNTARY RETIREMENT

A staff member who is within two years of the eligible retirement date prescribed by her/his superannuation fund and who is provided with notice of redundancy in accordance with sub-clause 7.3.4.4, may apply for voluntary early retirement. If the University approves an application from a staff member for voluntary early retirement, the benefit payable to a staff member shall be based on the following:

(i) twelve (12) weeks salary conditional upon cessation of employment no later than the end of the semester in which the notice under sub-clause 7.3.4.4 has been given to the staff member, or another date mutually agreed with the University; plus

(ii) two weeks for each completed year of service,

(iii) capped at seventy eight (78) weeks’ salary.

7.5 REDEPLOYMENT, RELOCATION AND RETRAINING

7.5.1 General Principles

7.5.1.1 In order to avoid the need for retrenchment following notification of redundancy where the staff member seeks redeployment, the University will continue to explore options to transfer, redeploy or relocate the affected staff member to another suitable position. A staff member shall not unreasonably decline to accept transfer, redeployment, relocation, training or retraining.

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

(i) skills and knowledge;
(ii) substantive classification;
(iii) salary level;
(iv) retraining requirements;
(v) physical and/or health requirements;
(vi) flexibility (personal) requirements
(vii) present residential location; and,
(viii) capacity to move to another campus.

7.5.2 Income Maintenance for General Staff

When an affected general staff member has agreed in accordance with sub-clause 7.3.5 to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, she/he shall continue to be paid the salary she/he would have received had the position not been made redundant during a period of no more than 12 months from the date of redeployment, after which she/he will receive the salary applicable to the classification and fraction of the position into which she/he has been redeployed.

7.6 MEDICAL ASSESSMENT

7.6.1 General Principles

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

7.6.1.2 In accordance with the University’s general duty of care to provide a safe working environment, where the University may have a doubt about a staff member’s wellbeing, it is appropriate for the University to seek information about a staff member’s health.
7.6.1.3 Separation from employment for medical reasons will be managed in accordance with the University policy and procedures relating to Separation from Employment for Medical Reasons.

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

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

7.6.2 Assessment May Be Required

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

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

7.6.2.3 In the event the superannuation fund determines that the staff member does have the capacity to perform the inherent requirements and duties of her/his position, in line with the University's duty of care obligations, the University will require the staff member to undergo the deferred medical examination as soon as possible, or give the staff member a further notice under sub-clause 7.6.2.1.

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

7.6.2.5 The staff member’s date of medical retirement will take effect from either:

(i) the date that the superannuation fund advises the University of its decision to grant ill health benefits to the staff member,

or,

(ii) the date of effect advised to the University by the superannuation fund,

whichever advice is received first by the University.

7.6.2.6 Where an assessment is conducted in accordance with this clause, the medical practitioner responsible for the assessment will be asked to advise whether the staff member is or will be able to perform the inherent requirements of the position, and whether she/he will be able to resume work and perform those requirements within a reasonable time, being not less than twelve (12) months. A copy of the report will be made available to the University.

7.6.2.7 If the medical practitioner undertaking the assessment requires additional information in order to complete the assessment, including but not limited to:

(i) consideration of the staff member’s medical records,

(ii) discussion with the staff member’s treating medical practitioner and/or treating specialist, and/or

(iii) a separate examination/assessment by a second independent practitioner,

the staff member is required to cooperate with the request for additional information and the University will meet the costs of any additional appointments.
7.6.2.8 The University will supply a copy of the report to the staff member, together with written advice that a staff member may elect to make an application to refer the report to a panel of three (3) medical practitioners for independent medical assessment within 14 days of the medical report being supplied to the staff member.

7.6.2.9 Notwithstanding any other provision of this clause, where a staff member has been continually absent from employment on account of a medical and/or psychological condition which has been the subject of an assessment under this Agreement; and the absence has been for a period of not less than twelve (12) months, the University may terminate the staff member’s employment by providing six (6) months notice, or notice equal to the period before the staff member’s fixed-term contract of employment expires in accordance with its terms, whichever is the lesser amount.

7.6.2.10 The University may construe failure by a staff member to undergo a medical/psychological assessment as prima facie evidence that a medical examination would have found the staff member unable to perform the inherent requirements of her/his position, and unlikely to be able to resume them within twelve (12) months.

7.6.2.11 In such a case, the University may provide six (6) months notice of separation due to medical reasons, or notice equal to the period before the staff member’s contract of employment expires in accordance with its terms, whichever is the lesser amount. However, such a failure by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

7.7 SUMMARY DISMISSAL – General Staff

Nothing in this Agreement shall limit the right of the University to dismiss a general staff member whose misconduct or behaviour is regarded by the University as so grave as to warrant summary dismissal. In such circumstances, the University shall exercise that right, following any investigation that is reasonable in the circumstances and observing its policy and procedures for Summary Dismissal. For the purposes of this clause, conduct that is so grave as to warrant summary dismissal shall be that specified in Regulation 1.07 of the Act (or its successor).
SECTION 8: THE UNIVERSITY AND STAFF WORKING TOGETHER – CONSULTATION AND CHANGE
MANAGEMENT AT ACU

8.1 PRINCIPLES OF CONSULTATION AT ACU

8.1.1 The University will consult with staff about workplace matters affecting them and, in doing so, will confer with them and consider their input in making final decisions. Throughout the processes relating to consultation, a staff member may choose to be assisted by a staff representative of her/his choice, providing that person is not currently a practising solicitor or barrister.

8.1.2 The University uses a variety of mechanisms to communicate and consult with staff and, where a staff member so chooses their representative, to ensure that they are kept informed of issues in the workplace. The key mechanisms for communication and consultation may include:

(i) communication to staff on important University developments from the Vice-Chancellor and/or the Executive Planning Group member(s);
(ii) organisational or functional unit meetings;
(iii) the staff Intranet;
(iv) staff focus groups;
(v) open workplace forums; and,
(vi) the ACU Staff Consultative Committee (For Committee composition, see sub-clause 8.4.1).

8.1.3 All staff are obligated and encouraged to access this information and, as appropriate, to participate in these processes and to maintain personal awareness of institutional issues and developments and to use the various channels provided to have their say on issues of interest to them.

8.2 INFORMAL CONSULTATION

Managers and nominated supervisors are primarily responsible for ensuring that staff are consulted and advised about decisions or changes made at the workplace level. Workplace issues will be discussed in a spirit of cooperation and trust to ensure that staff not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on how to improve operations, structures or processes at ACU.

8.3 FORMAL CONSULTATION

8.3.1 The University will consult with staff on workplace relations and human resource management issues and policies, and on the achievement of the Objectives of the Agreement, as outlined in clause 1.4, through direct consultation with staff; staff focus groups and open workplace forums established for this purpose; and, the ACU Staff Consultative Committee (ACUSCC).

8.3.2 The ACUSCC comprising the University, elected staff representatives, and staff members nominated by the Unions, will provide a forum for formal consultation on workplace issues such as:

(i) implementing the Agreement, including associated policies;
(ii) management of significant changes;
(iii) general and academic staff development;
(iv) equal employment opportunity/workplace diversity policy and programs; and,
(v) strategic occupational health, safety and wellbeing policy and programs.

8.4 ACU STAFF CONSULTATIVE COMMITTEE (ACUSCC)

8.4.1 For the life of this Agreement, the ACUSCC shall consist of:

(i) a Chair and a Deputy Chair appointed by the Vice-Chancellor;
(ii) the Director, Human Resources;
(iii) two academic staff members elected by the academic staff of the University;
(iv) two academic staff members nominated by the union;
(v) two general staff members elected by the general staff of the University;
(vi) two general staff members nominated by the unions; and,
(vii) three academic and two general staff members nominated by the Vice-Chancellor.
8.4.2 Meetings will be held bi-monthly or, when necessary, an additional meeting may be held to address matters of urgency as requested by one of the members of the ACUSCC.

8.4.3 To facilitate discussion of certain matters, the Committee may establish working groups of its members and/or other staff to address those matters and report back to the ACUSCC.

8.5 PARTICIPATION IN UNIVERSITY PROCESSES

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

8.5.1 Staff Participation on University Committees

8.5.1.1 Participation as an Observer in a University Process

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

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

8.6 CHANGE MANAGEMENT PROCESSES AT ACU

8.6.1 Principles and Practices of Change Management

8.6.1.1 The University and its staff will pursue ongoing improvements in the quality of University programs and support services, and in support of the University’s strategic objectives. The University and staff recognise that change will occur as the University evolves over time and as circumstances require. Many changes that take place in the workplace can be relatively minor and, as a consequence, will be addressed at the workplace level through direct local discussion and consultation with individual staff and/or the work group.

8.6.1.2 It is acknowledged that the sound management of workplace change is enhanced by the involvement of the people who will be affected by that change. The University seeks to manage change in a proactive, transparent and constructive manner, which minimises any adverse effects on the University workplace community while ensuring that the University is able to adapt appropriately to changing circumstances.

8.6.1.3 A staff member may choose to seek advice or assistance from a person of their choice, including a staff representative, throughout the course of discussions on such changes, provided that person is not currently a practising solicitor or barrister.

8.6.2 Consultation

(i) Significant effects include termination of employment; major changes in the composition, operation or size of the University’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of its staff to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(ii) The University will consult with the affected staff as soon as feasible and normally not later than the point at which the relevant University officer or body has made an in-principle decision to consider a change which is likely to have a significant affect on staff.

(iii) Where the University has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on its staff, the University will notify the staff members who may be affected by the proposed changes and their representatives.
(iv) The University will provide relevant information to the affected staff as part of the consultation process. Consultation will occur with all relevant staff and will cover:

(a) The rationale for the change;
(b) The potential benefits for staff or possible adverse effects on staff, if any;
(c) Suggestions for avoiding or mitigating any potentially adverse effects on staff;
(d) Whether a post implementation review is appropriate; and
(e) Where the proposed change is significant in nature, the University or an affected staff member(s) may place the matter on the agenda of the ACUSCC.
(f) The ACUSCC may put forward comments, other strategies, suggestions and proposals for improving the change proposal or for averting or mitigating any potential adverse effects for the consideration of the University.

8.6.3 Evaluation of Consultation Outcomes

8.6.3.1 The University will consider any input from the University workplace community or where a member of staff chooses to be assisted by a person of their choice who may be a staff representative that person, provided she/he is not currently a practising barrister or solicitor, when considering change proposals and when deciding whether to proceed with the proposed change, either in its original or a revised form.

8.6.4 Implementation and Review

8.6.4.1 Once the University decides to proceed with the proposed change in either its original or a revised form then the University will consult with the affected staff and establish, publish and communicate strategies and timelines for:

(i) the implementation of change;
(ii) if appropriate, a subsequent review of the process or change.
Schedule 1
Part A - Academic Salary Rates
Part B - General Staff Salary Rates
Part C – Cadets, Trainees and Supported Wage Arrangements

Schedule 2
Sessional Academic Staff Salary Rates

Schedule 3
Classifications Used by ACU for Academic and General Staff
Part A - The Minimum Standards for Academic Levels (MSALs)
Part B - DWM Descriptors for General Staff

Schedule 4
Academic Workload Framework
## SCHEDULE 1 – PART A – ACADEMIC SALARY RATES

<table>
<thead>
<tr>
<th>SALARY RATES</th>
<th>SALARY AT 10/09/2009</th>
<th>4% Increase 10/09/2010</th>
<th>4.5% Increase 11/09/2011</th>
<th>Salary Restructure 07/01/2012</th>
<th>5% Increase 29/09/2012</th>
<th>4% Increase 06/07/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Level A, Increment 1</td>
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<td>$50,680</td>
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<td>$52,961</td>
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<tr>
<td>Academic Level A, Increment 2</td>
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<td>$53,576</td>
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<td>$55,987</td>
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<td>Academic Level A, Increment 3</td>
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<td>SALARY RATES</td>
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<td>4% Increase 18/09/2010</td>
<td>4.5% Increase 1/10/2011</td>
<td>Salary Restructure 7/01/2012</td>
<td>5% Increase 29/09/2012</td>
<td>4% Increase 6/7/2013</td>
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<td>$69,937</td>
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<td>$105,522</td>
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<td>$94,132</td>
<td>$106,418</td>
<td>$109,528</td>
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</table>
SCHEDULE 1 – PART C

(1) Cadets

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

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

(2) Trainees

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

(3) Supported wage arrangements

Staff who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates, provided that the minimum amount payable must be not less than $73 per week (as amended by Fair Work Australia from time to time).

<table>
<thead>
<tr>
<th>Assessed Capacity</th>
<th>% of Prescribed Salary Rate</th>
<th>Assessed Capacity</th>
<th>% of Prescribed Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
<td>60%</td>
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<tr>
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<td>70%</td>
</tr>
<tr>
<td>40%</td>
<td>40%</td>
<td>80%</td>
<td>80%</td>
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<tr>
<td></td>
<td></td>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>
SCHEDULE 2 – SESSIONAL ACADEMIC SALARY RATES

Sessional academic salary rates will be adjusted at the same time and rate as those applying for full-time academic staff. The rates set out in this Schedule are hourly rates and are to be paid according to the hours worked. In the event a staff member is employed to work for less than a full hour, then the rates are to be pro-rated accordingly. These rates will apply from 7 days from the date that this Agreement is approved by Fair Work Australia and are to be calculated using the following formulas:

<table>
<thead>
<tr>
<th>Category of Activity</th>
<th>Formula for hourly rate</th>
<th>Reference point</th>
<th>19-Sep-09</th>
<th>18-Sep-10</th>
<th>09-Jul-11</th>
<th>1-Oct-11</th>
<th>07-Jan-12</th>
<th>08-Jul-12</th>
<th>29-Sep-12</th>
<th>06-Jul-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturing and higher marking</td>
<td>0.8175*× ($'n'/52)/37.5</td>
<td>Level B, Step 2</td>
<td>$45.56</td>
<td>$47.38</td>
<td>$47.76</td>
<td>$49.91</td>
<td>$51.72</td>
<td>$52.13</td>
<td>$54.74</td>
<td>$56.93</td>
</tr>
<tr>
<td>Subject Co-ordination or PhD</td>
<td>0.8175× ($'n'/52)/37.5</td>
<td>Level A, Step 6</td>
<td>$38.86</td>
<td>$40.41</td>
<td>$40.74</td>
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<td>$42.58</td>
<td>$42.92</td>
<td>$45.07</td>
<td>$46.87</td>
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<td>All other rates</td>
<td>0.8175× ($'n'/52)/37.5</td>
<td>Level A, Step 2</td>
<td>$32.49</td>
<td>$33.79</td>
<td>$34.07</td>
<td>$35.60</td>
<td>$35.60</td>
<td>$35.89</td>
<td>$37.68</td>
<td>$39.19</td>
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</table>

* Casual Loading increases from 23% to 24% from 9 July 2011, and from 24% to 25% from 8 July 2012

<table>
<thead>
<tr>
<th>Category of Activity</th>
<th>Type</th>
<th>Formula</th>
<th>19-Sep-09</th>
<th>18-Sep-10</th>
<th>09-Jul-11</th>
<th>1-Oct-11</th>
<th>07-Jan-12</th>
<th>08-Jul-12</th>
<th>29-Sep-12</th>
<th>06-Jul-13</th>
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</thead>
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<td>$142.14</td>
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<td>$156.39</td>
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<td>$191.04</td>
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<td>Specialised</td>
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<tr>
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<td>Standard rate</td>
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<tr>
<td>Normal</td>
<td>Base x 2</td>
<td>$64.98</td>
<td>$67.58</td>
<td>$68.14</td>
<td>$71.20</td>
<td>$71.20</td>
<td>$71.78</td>
<td>$75.36</td>
<td>$78.38</td>
<td></td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 2</td>
<td>$77.72</td>
<td>$80.82</td>
<td>$81.48</td>
<td>$85.16</td>
<td>$85.16</td>
<td>$85.84</td>
<td>$90.14</td>
<td>$93.74</td>
<td></td>
</tr>
<tr>
<td>Marking</td>
<td>Standard</td>
<td>Base x 1</td>
<td>$32.49</td>
<td>$33.79</td>
<td>$34.07</td>
<td>$35.60</td>
<td>$35.60</td>
<td>$35.89</td>
<td>$37.68</td>
<td>$39.19</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1</td>
<td>$38.86</td>
<td>$40.41</td>
<td>$40.74</td>
<td>$42.58</td>
<td>$42.58</td>
<td>$42.92</td>
<td>$45.07</td>
<td>$46.87</td>
<td></td>
</tr>
<tr>
<td>Significant</td>
<td>Base x 1</td>
<td>$45.56</td>
<td>$47.38</td>
<td>$47.76</td>
<td>$49.91</td>
<td>$51.72</td>
<td>$52.13</td>
<td>$54.74</td>
<td>$56.93</td>
<td></td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1</td>
<td>$45.56</td>
<td>$47.38</td>
<td>$47.76</td>
<td>$49.91</td>
<td>$51.72</td>
<td>$52.13</td>
<td>$54.74</td>
<td>$56.93</td>
<td></td>
</tr>
<tr>
<td>Other Required Activity</td>
<td>Normal rate</td>
<td>Base</td>
<td>$32.49</td>
<td>$33.79</td>
<td>$34.07</td>
<td>$35.60</td>
<td>$35.60</td>
<td>$35.89</td>
<td>$37.68</td>
<td>$39.19</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base</td>
<td>$38.86</td>
<td>$40.41</td>
<td>$40.74</td>
<td>$42.58</td>
<td>$42.58</td>
<td>$42.92</td>
<td>$45.07</td>
<td>$46.87</td>
<td></td>
</tr>
</tbody>
</table>
Formulae and Descriptors

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

1.1 Lecturing and Higher Marking Rate:
The base rate per hour is determined by reference to the second step of the full-time Level B scale and calculated as follows: \([\left(\frac{\text{n}}{52}\right)/37.5] + 23\%\) (increasing as set out in sub-clause 2.3.1)

1.2 Full Subject/Unit Co-ordination or Possession of Relevant Doctoral Qualification:
The base rate per hour where the duties include full subject/unit co-ordination or the staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows: \([\left(\frac{\text{n}}{52}\right)/37.5] + 23\%\) (increasing as set out in sub-clause 2.3.1)

1.3 All other rates (including tutoring rates not covered in 1.2):
The base rate per hour is determined by reference to the second step of the full-time Level A scale and calculated as follows: \([\left(\frac{\text{n}}{52}\right)/37.5] + 23\%\) (increasing as set out in sub-clause 2.3.1)

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

<table>
<thead>
<tr>
<th>Type of Lecturing and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic lecture (1 hour of delivery and 2 hours associated working time)</td>
</tr>
<tr>
<td>Developed lecture (1 hour of delivery and 3 hours associated working time)</td>
</tr>
<tr>
<td>Specialised lecture (1 hour of delivery and 4 hours associated working time)</td>
</tr>
<tr>
<td>Repeat lecture (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Type of tutoring and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (1 hour of delivery and 2 hours associated working time)</td>
</tr>
<tr>
<td>Repeat tutorial (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

The hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days, and any marking undertaken during the tutorial, and student consultation.
For the purposes of this Agreement, the term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

3.1 Musical Accompanying with Special Educational Service:
For musical accompanying, the casual staff member shall be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered:

<table>
<thead>
<tr>
<th>Musical accompanying with special educational service, and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical accompanying (1 hour of delivery and 1 hour preparation time)</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Type of undergraduate clinical nurse education and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
</tr>
<tr>
<td>Normal preparation time (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Type of Marking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard marking</td>
</tr>
<tr>
<td>Marking requiring a significant exercise of academic judgment appropriate to an academic at Level B status, usually a supervising examiner</td>
</tr>
</tbody>
</table>

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

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

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

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
SCHEDULE 3 - CLASSIFICATIONS USED BY ACU FOR ACADEMIC AND GENERAL STAFF

PART A - Minimum Standards for Academic Levels (MSALs)

Introduction:

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

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

The MSAL’s will not be used as a basis for claims for reclassification.

Teaching and Research Academic Staff:

Level A A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

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

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

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

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

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

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

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

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

**Level A**  A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

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

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

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

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

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

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

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

A Level E research academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.
PART B - DWM DESCRIPTORS FOR GENERAL STAFF

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

DEFINITIONS

Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

Definition 2: Qualifications

Within the Australian Qualifications Framework:

Year 12:
Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

Trade certificate:
Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg. Certificate III.

Post-trade certificate
A course of study over and above a trade certificate and less than a Certificate IV.

Certificates I and II
Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

Certificate III
A course that provides a range of well-developed skills and is comparable to a trade certificate.

Certificate IV
A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
Diploma
A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

Advanced Diploma
A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

Degree
A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

Postgraduate degree
A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

Definition 3: Classification Dimensions

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

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

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

Organisational Knowledge:
The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Training Level:
The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

Occupational Equivalent:
Occupations typically falling within each proposed classification level.

Typical Activities:
Activities typically undertaken by staff in different occupations at each of the proposed classification levels.
1. HIGHER EDUCATION WORKER LEVEL 1

1.1 Task Level:

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

1.2 Judgement, Independence and Problem Solving:

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

1.3 Level of Supervision:

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

1.4 Organisational Knowledge:

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

1.5 Training Level or Qualifications:

Employees at the base of Level 1 would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

1.6 Occupational Equivalent:

Cleaner, Labourer, Trainee for Level 2 duties.

1.7 Typical Activities:

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

2. HIGHER EDUCATION WORKER LEVEL 2

2.1 Task Level:

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

2.2 Judgement, Independence and Problem Solving:

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at Level 2 will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
2.3 Level of Supervision:
Routine supervision of straightforward tasks, close supervision of more complex tasks (see below).

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

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

2.6 Occupational Equivalent:
Clerk, Security Patrol Officer.

2.7 Typical Activities:
Clerical positions at this level may include duties involving the inward and outward movement of mail; keeping, copying, maintaining and retrieving records; straightforward data entry and retrieval.

Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

3. HIGHER EDUCATION WORKER LEVEL 3

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

3.2 Judgement, Independence and Problem Solving:
Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

3.3 Level of Supervision:
In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

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

3.5 Training Level or Qualifications:
Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
- completion of a trades certificate; or
- completion of Year 12, with relevant work experience; or
Persons advancing through Level 3 may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

### 3.6 Occupational Equivalent:

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

### 3.7 Typical Activities:

In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In Technical Assistant positions,

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

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

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

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

### 4. HIGHER EDUCATION WORKER LEVEL 4

#### 4.1 Task Level:

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

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

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

#### 4.3 Level of Supervision:

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

#### 4.4 Organisational Knowledge:
Perform tasks/assignments which require proficiency in the work area’s rules, regulations, processes and techniques, and how they interact with other related functions.

4.5 Training Level or Qualifications:

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

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

4.6 Occupational Equivalent:

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

4.7 Typical Activities:

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

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

In library technician positions,
- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

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

5. HIGHER EDUCATION WORKER LEVEL 5

5.1 Task Level:

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
5.2 Judgement, Independence and Problem Solving:

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

5.3 Level of Supervision:

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

5.4 Organisational Knowledge:

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

5.5 Training Level or Qualifications:

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

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

5.6 Occupational Equivalent:

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

5.7 Typical Activities:

In technical positions,

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

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

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

In administrative positions, responsible for the explanation and administration of an administrative function, eg HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

6. HIGHER EDUCATION WORKER LEVEL 6

6.1 Task Level:

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

6.2 Judgement, Independence and Problem Solving:

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

6.3 Level of Supervision:

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

6.4 Organisational Knowledge:

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

6.5 Training Level or Qualifications:

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields;
- an equivalent combination of relevant experience and/or education/training.

6.6 Occupational Equivalent:

Graduate or Professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

6.7 Typical Activities:

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,
In professional positions,

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

7. HIGHER EDUCATION WORKER LEVEL 7

7.1 Task Level:

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

7.2 Judgement, Independence and Problem Solving:

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

7.3 Level of Supervision:

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

7.4 Organisational Knowledge:

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

7.5 Training Level or Qualifications:

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

- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education training.

7.6 Occupational Equivalent:

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

7.7 Typical Activities:

In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school; in research positions,
acknowledged expertise in a specialised areas or a combination of technical management and specialist research.

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

8. HIGHER EDUCATION WORKER LEVEL 8

8.1 Task Level:

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

8.2 Judgement, Independence and Problem Solving:

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

8.3 Level of Supervision:

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

8.4 Organisational Knowledge:

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

8.5 Training Level or Qualifications:

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

- completion of, or progress towards, postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

8.6 Occupational Equivalent:

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

8.7 Typical Activities:

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

9. HIGHER EDUCATION WORKER LEVEL 9

9.1 Task Level:

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
9.2 Judgement, Independence and Problem Solving:

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

9.3 Level of Supervision:

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

9.4 Organisational Knowledge:

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

9.5 Training Level or Qualifications:

Persons employed at Level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

9.6 Occupational Equivalent:

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

9.7 Typical Activities:

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
SCHEDULE 4  ACADEMIC WORKLOAD FRAMEWORK

The purpose of the Academic Workload Framework is to establish a shared understanding of how an academic workload should be managed and allocated, and to support academic staff and Heads of School in consulting on the allocation of an academic workload on an annual basis.

The Academic Workload Framework provides clarity to academic work and academic availability and aligns academic work and academic availability to the strategic priorities of the University. The Framework encompasses the academic workload activities of teaching and learning, research and scholarship, University service and administration, and professional activities and takes into account the changing nature of academic work.

As professionals, most academic staff are employed on the basis of an annual salary and this Framework takes that annual context into account.

The University recognises that it is difficult to quantify precisely all aspects of academic work and this is not the purpose of the Framework. Rather, the Academic Workload Framework signals the University’s commitment to contemporary academic roles, and provides objectives, principles, broad definitions of academic work, normal workload allocations for academic work and a process to manage identified workload issues.

1. University Intent

The University will make all reasonable efforts to:

1.1 Manage the workload of academic staff to ensure teaching and other activities, including administration, are allocated reasonably and that adequate time is provided for research and/or scholarship to achieve strategic objectives;
1.2 Provide a transparent process of academic workload allocation which has the broad support of academic staff members;
1.3 Allocate academic workloads that are manageable and consistent with staff health and wellbeing;
1.4 Provide an electronic workload system to enable the recording and reporting of academic workloads;
1.5 Wherever possible, provide a mechanism to resolve identified issues arising from the implementation of the Academic Workload Framework for individuals, Heads of School and Executive Deans.

2. Framework Objectives

Through the ongoing implementation of the Academic Workload Framework, the University seeks to achieve:

2.1 openness, transparency and equity in workload allocation;
2.2 simple-to-implement workload model calculations;
2.3 an appropriate balance between the needs of the University and each staff member’s academic level, expertise and experience;
2.4 a range of academic career pathways;
2.5 alignment with University policies that impact on academic workload or the nature of academic work;
2.6 consideration of the impact of new technology or administration processes on academic work;
2.7 alignment of the staff member’s individual contribution to the strategic direction and priorities of the University;
2.8 a coherent workload allocation where a staff member normally completes the academic activities associated with the unit delivered;
2.9 individual career goals through alignment of academic workload with work-life flexibility and Probation, Promotion and Performance and Development requirements;
2.10 the identification of academic staff not meeting performance expectations in line with the relevant academic career pathway;
2.11 relevant intervention for underperforming academic staff.

3. **Framework Principles**

The following principles provide the basis for workload allocation:

3.1 Academic workload must be deployed so as to facilitate the University in meeting its institutional, regulatory, statutory and financial obligations;

3.2 In ensuring that the needs of University students and other relevant stakeholders are effectively met, Heads of School can expect academic staff generally to be available during the University's normal operating hours for student and other consultation and meetings concerning teaching, research, administration and other activities;

3.3 The teaching requirements of all courses, and therefore the academic workload allocations, must be able to be met within the resources allocated to the Faculties;

3.4 In the determination of workload allocation, Australian Catholic University needs to be mindful of its Mission, local and national structures, and the proportion of its resources committed annually to academic staffing;

3.5 Academic activity is assigned a workload allocation;

3.6 Heads of School allocate academic workload in line with the Academic Workload Framework;

3.7 Heads of School consult with staff about their workload allocation annually in advance;

3.8 Heads of School must consider the impact of a workload allocation with regard to actual weekly allocation, daily allocation with respect to the University timetable, and spread of allocation across the calendar year;

3.9 Where there is a change in circumstances which leads to the need to change a workload allocation, consultation with the staff member will occur and the workload allocation and/or employment fraction will be amended as soon as possible by the Head of School or nominee;

3.10 For a given staff member, a +/- 5 percent allocation of annual workload hours is an acceptable tolerance. In these circumstances carry forward +/- hours will not occur;

3.11 Academic workload allocations are transparent (having regard to Privacy requirements) and include full disclosure of academic workloads by staff to staff within the School, the Executive Dean, all relevant Deputy Vice-Chancellors, and Human Resources to support reporting requirements and decision-making by the University;

3.12 The academic workload allocation will normally include teaching, research and scholarship, administration and other activities as required by the University. Australian Catholic University focuses its community engagement on staff expertise in teaching and research. Thus, community engagement will normally be embedded within a staff member's teaching and/or research workload although it may, in special circumstances, be reflected in the other activities;

3.13 The normal expectation is that an academic staff member is a teaching and research academic staff unless otherwise established through the appointment process or as an outcome resulting from appraisal procedures of the Performance Review and Planning Program for Academic Staff;

3.14 The maximum academic workload allocation is 1,595 hours per annum;

3.15 Teaching is a valued activity that should be undertaken by all academic staff, except for research-only staff for whom supervision of research students will normally be a priority;

3.16 A part-time academic staff member will normally undertake the same range of duties as a full-time academic on a pro rata basis with regard to their fraction of employment;

3.17 Academic workload allocation for teaching and research academic staff is: Teaching 40% (+/- 10%), Research and Scholarship 40% (+/- 10%) and Other Activities 20% (+/- 10%);

3.18 A teaching and research academic staff member shall not normally teach in more than eight units (having regard for class size) across the University teaching periods each calendar year with a maximum of 336 hours per year face-to-face (or equivalent) contact time;

3.19 A teaching-focused academic staff member shall not normally teach in more than twelve units (having regard for class size) across the University teaching periods each calendar year with a maximum of 480 hours per year face-to-face (or equivalent) contact time; and the total of 957 hours per year would not normally be increased;

3.20 A teaching-focused academic staff member is expected to be engaged in sufficient scholarship to ensure that she/he is up-to-date in the discipline and her/his teaching can be performed at the University level, and should also perform other activities including administration appropriate to her/his academic level;
3.21 A teaching and research academic staff member who does not meet the workload allocation with respect to Research and Scholarship to expected standards, may elect the teaching-focussed career pathway for an agreed period of time and normally from the commencement of a new calendar year;

3.22 A teaching and research academic staff member who does not meet the workload allocation with respect to Research and Scholarship and who does not elect the teaching-focussed career pathway will be managed in line with the relevant provisions of this Enterprise Agreement;

3.23 Workload does not include private practice or personal community service;

3.24 Academic work not specifically assigned a value in the workload policy may be given a workload value by the Head of School which is recommended for approval by the Executive Dean and, following approval, is recorded in the electronic workload system;

3.25 New initiatives or changes in academic processes should be given fair and proper consideration of impact on academic workload;

3.26 Where Other Activities exceeds 20 percent for undertaking assigned or administrative roles, the workload allocation for Teaching, and, Research and Scholarship will be evenly reduced, however, minimum teaching activity is required;

3.27 The University expects that, where the full allocation of 140 hours of annual leave is not taken in a calendar year, these are available workload hours for Other Activities.

4. **Broad Definition of Academic Work**

4.1 Teaching may include:
   - preparation of teaching materials for face-to-face, online and other modes of delivery;
   - unit and course development, including online, off-campus and off-shore learning materials and obtaining professional accreditations;
   - conducting lectures, laboratory classes, tutorials, seminars, workshops, field or practicum supervision or clinical education;
   - developing and/or delivering online learning;
   - supervision of honours year and postgraduate coursework students’ projects;
   - design and preparation of student assessment;
   - marking and student feedback; and
   - student consultation.

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

2 These activities should be directed towards outcomes that are eligible for the Higher Education Research Data Collection (HERDC) or equivalent.
4.3 Other Activities including administration and/or University service may include:

- undertaking a role with formal employee supervision including of continuing, fixed-term, sessional and casual teaching and/or research staff and general staff in a University-assigned role (e.g. Head of School, Centre Director, Deputy Head of School);
- undertaking the role of Assistant Head of School;
- undertaking the role of Course Coordinator or Course Advisor;
- undertaking the role of Timetable Liaison Officer;
- undertaking the role of Chair of a Course Implementation Committee, Faculty or School Standing Committee, University Committee, Course Development/Review Committee (other than as a Head of School, Assistant/Deputy Head of School or Associate Dean);
- contributions to committees such as course development and reviews;
- organising and/or attending meetings, forums and/or seminars;
- peer review and quality assurance activities;
- independent moderation of assessment;
- mentoring;
- mandatory professional learning;
- attending graduations, orientation, open days and the like;
- other administrative and relevant activities that occur from time to time;
- contributions to and involvement with professional associations, business, industry and unions;
- contributions to and involvement with relevant government and community bodies and associations, relevant to the University’s engagement strategy; and
- promotion of the University in the community.

5. Workload Allocations for Academic Work

The basis for calculation of the annualised academic workload is 35 hours per week times 52.178571 weeks in a year. In any calendar year an academic staff member is entitled to the following to achieve work-life flexibility and to ensure the staff member’s health and wellbeing through taking a break from work to recreate:

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

This results in a rounded figure of 1,595 hours of academic staff availability to be managed through work allocation in line with this Academic Workload Framework.

6. Academic Career Pathways

The following summarises the various academic career pathways available to the University and its staff. Academic work activity is identified for each academic career pathway.

6.1 The academic workload for a teaching and research (Teaching and Research) academic staff is:

- Teaching 40%
- Research and Scholarship 40%
- Other Activities including administration 20%.

6.2 The academic workload for a teaching including scholarship (Teaching-focused) academic staff is:

- Teaching 60%
- Scholarship 20%
- Other Activities including administration 20%.

6.3 The academic workload for a research (Research-focused or Research-only) academic staff is:
Teaching up to 20%
Research 60-80%
Other Activities including administration up to 20%.

6.4 The academic workload for Academic Leadership/Service academic staff is:
Teaching 20-40%
Research and Scholarship 20-40%
Other Activities including leadership up to 60%.

<table>
<thead>
<tr>
<th>Teaching and Research</th>
<th>Teaching</th>
<th>Research and/or Scholarship</th>
<th>Other Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>638 hours [up to 336 hours face-to-face (or equivalent) contact time]</td>
<td>40%</td>
<td>638 hours</td>
</tr>
<tr>
<td>Teaching-focused</td>
<td>60%</td>
<td>957 hours [up to 480 hours face-to-face (or equivalent) contact time]</td>
<td>20%</td>
</tr>
<tr>
<td>Research-focused/Research-only</td>
<td>Up to 20%</td>
<td>Up to 319 hours [Research-focused: up to 168 hours face-to-face; Research-only: up to 96 hours face-to-face (or equivalent) maximum contact time]</td>
<td>Up to 80%</td>
</tr>
<tr>
<td>Academic Leadership/Service</td>
<td>Up to 40%</td>
<td>Up to 638 hours (normally 96 hours face-to-face (or equivalent) maximum contact time)</td>
<td>Up to 40%</td>
</tr>
</tbody>
</table>

7. Managing Workload Issues

7.1 The University will establish a Workload Advisory Committee (WAC) for the purposes of supporting the implementation of the Academic Workload Framework.

7.2 The membership of the WAC will be three nominees of the University, including an academic staff member nominated by the Deputy Vice-Chancellor (Academic) as Chair, a Executive Dean and a Human Resources representative, and three academic staff union nominees. The Workload Advisory Committee will have a Workload Project Officer to provide executive support.

7.3 The role of the WAC is to:

a) monitor the operation of the Academic Workload Framework;
b) provide input into the development and evaluation of the supporting electronic workload system;
c) receive, discuss and consider academic workload issues referred by academic staff members, Heads of School or Executive Deans and make recommendations to the Deputy Vice-Chancellor (Academic);
d) review the Academic Workload Framework as required, and normally based on the issues referred to it, on an annual basis;
e) recommend the updated Academic Workload Framework to the Deputy Vice-Chancellor (Academic) and then to the Australian Catholic University Staff Consultative Committee (ACUSCC) for endorsement, prior to approval of revisions by the Vice-Chancellor.

7.4 The WAC will normally meet at least three times each year, and at least once each half year to consider relevant issues and once to review and update the Academic Workload Framework.
7.5 In general, issues arising from the implementation of the Academic Workload Framework should be dealt with in a timely manner.

7.6 An academic staff member should normally raise an issue arising from the implementation of the Academic Workload Framework or identify potentially unreasonable hours of work directly with her/his Head of School in the first instance.

7.7 Where the issue is not resolved or it is not possible to reach agreement by this means, the academic staff member may make a written application to the Executive Dean for a peer review. The Executive Dean will assemble a panel of three academic peers, at least one of whom will be familiar with the staff member’s academic discipline or specific work area. The peer review panel will provide a recommendation to the Executive Dean regarding the issue and the Executive Dean may take action as she/he considers appropriate in the circumstances.

7.8 Where an academic staff member is dissatisfied with the resolution by the Executive Dean, the staff member may make a written application to the WAC for review and consideration. The consideration of the Workload Advisory Committee is forwarded to the Deputy Vice-Chancellor (Academic) for decision. The decision of the Deputy Vice-Chancellor (Academic) is final and is not open to challenge via the Disputes Settling Procedure of the Staff Enterprise Agreement.

7.9 In determining what are reasonable hours of work, the University will have regard to the following factors:

a. The total number of teaching hours;
b. The total number of teaching and/or required hours worked during a particular day or week;
c. The number of teaching and/or required hours worked without a break;
d. The length of a break between required hours of work;
e. Any requirement to undertake teaching before 8.00 am or after 9.00 pm or on University holidays;
f. Requirements to travel between campuses to undertake teaching;
g. The time-off between finishing and starting times of teaching sessions;
h. The number of days of the week during which teaching and/or required duties are scheduled;
i. Health and wellbeing issues;
j. The incidence of night work;
k. The academic staff member's general workload; and
l. The academic staff member's family needs and responsibilities.
16 June 2011

Vice-President Lawler
Fair Work Australia
11 Exhibition Street
MELBOURNE VIC

By email: chambers.lawler.vp@fwa.gov.au

Dear Vice-President Lawler,

Re: AG2011/6986
S185. — Application for approval of a single-enterprise agreement
Undertaking given for the Australian Catholic University Staff Enterprise Agreement, 2010 – 2013

In accordance with the provisions of Section 190 of the Fair Work Act, 2009 (as amended), on behalf of Australian Catholic University and further to the application for approval of the Agreement lodged on 24 February 2011, the following Undertaking is now made:

Australian Catholic University will not rely on clause 7.3.6.3 of The Australian Catholic University Staff Enterprise Agreement 2010 – 2013 unless and until clause 7.3.6.3 is held by Fair Work Australia or a court not to be an unlawful term and, until such time, will, when making employees to whom the Agreement applies redundant, provide redundancy benefits in accordance with clause 7.5.7.

In accordance with your views expressed at PN14 of the transcript for AG2011/6986 of 4 April 2011, the University also submits a revised copy of the Australian Catholic University Staff Enterprise Agreement in which two typographical errors have been corrected. The first is the deletion of the word “and” at sub-clause 2.8.1 (ii) on page 14. The second is the replacement of incorrect numbering within sub-clauses 6.6.2.7 (i) and (ii) on page 43. The references to clause 6.6.3 and 6.6.4 have been amended to refer to sub-clauses 6.6.2.3 (i) and (ii) which is the correct cross-reference.

The University expresses its appreciation for the assistance of Fair Work Australia with regard to the approval of the Australian Catholic University Staff Enterprise Agreement, 2010 – 2013.

Yours sincerely

Mrs Diana Chegwidden
Director Human Resources