Staff Enterprise Agreement 2005 - 2008

Australian Catholic University Limited
(ABN 15 050 192 660)
AUSTRALIAN CATHOLIC UNIVERSITY LIMITED
(ABN 15 050 192 660)

STAFF ENTERPRISE AGREEMENT 2005 - 2008

SECTION 1 AGREEMENT ARRANGEMENTS

1.1 TITLE

This Agreement shall be referred to as the: Australian Catholic University Staff Enterprise Agreement 2005 - 2008.

1.2 AGREEMENT ARRANGEMENTS AND CONTENTS

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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 Workplace Relations Act, 1996 (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) the “Commission” refers to the Australian Industrial Relations Commission.

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

(viii) “Continuous service” means service with the University which the University recognises for continuity of employment. This includes all paid service, all periods of approved 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.

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

(x) “Disciplinary action” means action taken by the University to discipline a member of staff 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; and/or,
d) Termination of employment.

(xi) “Executive Staff member” means a person occupying a position designated by the University as part of the Executive Team.

(xii) “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.

(xiii) “Holiday” means any or all of the holidays specified in sub-clause 3.3.1 of this Agreement.
“Manager” refers to the head of a functional or organisational unit as defined by the University’s structures, as determined from time to time.

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

“Night shift” means any shift finishing after midnight and at or before 7:30 am.

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

“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.

“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.

“Ordinary time shift” means any period of work starting at or after 7:30 am and finishing at or before 7:00 pm as provided for under sub-clause 5.3.2.1.1, and for which no shift allowance applies.

“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.

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

“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.

“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.

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.

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

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

“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.

“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 shall also include a period of employment provided for from identifiable funding external to the employer, 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.
"Staff observer" means a person elected by all staff who are subject to the operation of a particular University process applying under a policy of the University.

"Staff representative" means a person who is, chosen by a staff member to be their chosen representative, but who is not a practising barrister or solicitor.

"Union" in this agreement means and refers either to the Community and Public Sector Union or the National Tertiary Education Industry Union.

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

"University holiday" means one or more days during the annual University closedown period on which the University is closed, and which staff are not required to take as part of their annual or long service leave.

"University Visitor" means the position established by the University and undertaken by a person external to the University who may review relevant matters, as specified in policy, referred to her/him by an eligible member of staff.

"Vice-Chancellor" refers to the Vice-Chancellor or delegate.

A "Week" is equal to five (5) working days within a 7-day cycle.

"Week’s pay" means the ordinary time rate of pay per week for the staff member concerned.

Any "Year of service" is deemed to be 12 months from the anniversary date of commencement.

1.4 OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to:
- support the effective implementation of the University’s Mission and Revised Strategic Plan 1999 – 2008 and those strategies emanating from the Plan;
- assist the University to implement quality improvement measures and address recommendations made to it by the Australian Universities Quality Agency; and
- support the University to meet the criteria for funding initiatives provided for by the Commonwealth Government.

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 shall be 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 the National Tertiary Education Union

1.5.2 This Agreement shall not 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 Dean, Rector, Pro-Vice-Chancellor and Vice-Chancellor; or,
(iv) General staff employed by the University whose substantive classification exceed Level 9 in Part B of Schedule 1 of this Agreement.

1.6 LENGTH OF AGREEMENT

This Agreement shall come into operation on and from the date on which it is certified by the Commission and it will continue to be in operation for three years from the date of certification.

1.7 RELATIONSHIP WITH AWARDS AND CERTIFIED AGREEMENTS

1.7.1 This Agreement constitutes a closed agreement and regulates comprehensively the relationship between the University and those employees whose employment is subject to the Agreement.

1.7.2 This Agreement entirely replaces the Australian Catholic University General Staff Enterprise Agreement 2000-2003 and the Australian Catholic University Academic Staff Enterprise Agreement 2000-2003 which are in operation until replaced by this Agreement.

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

- Higher Education Academic Salaries Award 2002
- Universities and Post Compulsory Academic Conditions Award 1999
- Queensland Post-Compulsory and Higher Education Academic Staff (Conditions of Employment) Award 1988
- Victorian Post-Compulsory and Higher Education Academic and Teaching Staff (Conditions of Employment) Interim Award 1990
- Australian Catholic University National General Staff Award 2003
- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988
- National Training Wage Interim Award 1994 [Print L 5189 [N 0277]]

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

- this agreement shall constitute full and final settlement of all matters; and,
- there shall be no further claims made by either party.

1.7.5 This Agreement shall extinguish all rights and entitlements accruing to a “protected staff member”, as defined by this Agreement, for which provision is made in this Agreement and shall replace those rights and entitlements with the rights and entitlements set out in this Agreement.

1.7.6 Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy referred to in this Agreement.

1.8 CHOICE AND FLEXIBILITY IN AGREEMENT MAKING

1.8.1 The University may enter into Australian Workplace Agreements (AWAs) with its staff. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA.
1.8.2 At the time of offering an AWA the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide the staff member with access to a summary of this Agreement and access to this Agreement.

1.8.3 As provided for by the Workplace Relations Act, 1996, a staff member or prospective staff member may choose to appoint a Bargaining Agent to assist or represent the staff member in negotiating the AWA. The Bargaining Agent may be a person of the staff member’s choosing.

1.8.4 At the time of offering an AWA, the University will advise any staff member or prospective staff member of their right to appoint a Bargaining Agent and will allow the staff member at least 14 days and the prospective staff member at least 5 days to consider the AWA, if requested.

SECTION 2: REMUNERATING WORK AT ACU

2.1 SALARIES

(i) This Agreement provides for increases in salary rates for all staff to whom the Agreement applies, subject to certification by the Australian Industrial Relations Commission. The following increases have been paid by administrative action to staff since the nominal expiry date of the ACU Academic Staff Enterprise Agreement 2000-2003 and the ACU General Staff Enterprise Agreement 2000-2003 and will be used as the basis for the increases to be provided under this Agreement:

<table>
<thead>
<tr>
<th>Instalment dates of administrative increases</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td>July 2004</td>
<td>3.5</td>
</tr>
<tr>
<td>July 2005</td>
<td>3.5</td>
</tr>
<tr>
<td>Total</td>
<td>7.0</td>
</tr>
</tbody>
</table>

The instalments listed below will be paid based on the salary rates which incorporate the administrative increases above:

<table>
<thead>
<tr>
<th>Instalment date (Pay Period)</th>
<th>Guaranteed %</th>
<th>ACU Found to be HEWRRS Compliant %</th>
<th>Conditional %</th>
<th>Total %</th>
</tr>
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<tr>
<td>First after 1 July 2006</td>
<td>3.25</td>
<td>1.75</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>First after 1 July 2007</td>
<td>5.0</td>
<td>0.0</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>Last in September 2008</td>
<td>4.75</td>
<td>0.0</td>
<td>0.75</td>
<td>5.5</td>
</tr>
<tr>
<td>Total</td>
<td>13.0</td>
<td>1.75</td>
<td>0.75</td>
<td>15.5</td>
</tr>
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Total 2004-2008 (subject to sub-clause 2.1) 24.6% cumulative

(ii) Accordingly, effective from the date of certification by the Australian Industrial Relations Commission the total minimum salaries shall be as set out in Schedule 1, Part A for Academic Staff and Schedule 1, Part B for General Staff, adjusted in accordance with the arrangements set out above.

2.1.1 In the rates set out in Schedule 1, the University will provide conditional salary increases subject to two outcomes being achieved.
2.1.1.1 The salaries payable under this Agreement shall be modified as outlined in the table in sub-clause 2.1 in July 2006 in accordance with any funding shortfall occurring in the event that the University is not found to be compliant with the Higher Education Workplace Reform Requirements (HEWRRs).

2.1.1.2 In view of the uncertainty associated with the University’s capacity to earn income from 2006-2008, Conditional monies will be paid in recognition of overall performance by the University if, as a company, the University performs sufficiently well to make an operating surplus (profit) after all expenses in the previous year are met and which is sufficient to cover the cost of the salary increase instalment in 2008. The operating surplus will be determined from the University’s audited Annual Financial Statements and will exclude revenue and expenditure in relation to capital activities after rent and all other expenses are met. Should the University’s overall performance result in an operating surplus that is less than the cost of the conditional component of the proposed salary instalment, a proportion, equivalent to the amount of the funds available, will be added to staff salaries in 2008.

2.1.2 General staff employed as juniors after the date of certification of this Agreement will receive the following percentages of the minimum rate applicable to the level for their position:

- at 16 - 70%
- at 17 - 80%
- at 18 - 90%
- at 19 - 100%

Junior staff are eligible to receive performance-related remuneration increases as prescribed by this Agreement, subject to meeting the requirements for such increases as set out in sub-clause 4.5 of this Agreement.

2.2 PAYMENT OF SALARIES

2.2.1 Payment of salary shall 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, shall be made by the University only in accordance with the staff member's written authority, which the University shall obtain annually.

2.2.2 Where the normal day for payment of salaries falls on a day or the day following a holiday prescribed under sub-clause 3.3.1, salaries shall be paid not later than the day on which the financial institution(s) is open for business immediately preceding that holiday.

2.2.3 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.

2.2.4 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.

2.3 ANNUAL LEAVE LOADING

2.3.1 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 on the pay day preceding the following 1 January, 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.
2.3.2 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.

2.4 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.

2.5 SALARY PACKAGING

2.5.1 All eligible staff may choose to enter into a salary packaging arrangement with the University 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.

2.5.2 Packaging will not affect the staff member's salary for the following purposes:

- termination payments including superannuation, annual leave and long service leave;
- calculation of redundancy benefits;
- calculation of general staff overtime and shift penalties;
- calculation of annual leave loading;
- calculation of salary-based allowances; and,
- calculation of superannuation contributions.

2.6 SUPERANNUATION

2.6.1.1 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 certification. Subject to the relevant Trust Deed, all existing full-time and part-time staff of the University shall remain members of the following Funds or their successors:

- UniSuper;
- the Catholic Superannuation Fund;
- the Catholic Superannuation and Retirement Fund;
- the National Catholic Superannuation Fund;
- the State Authorities Superannuation Scheme; or,
- the State Superannuation Fund Victoria

of which they were members, as at the date of certification. For the purposes of this sub-clause, "the relevant Trust Deed" includes a State or Commonwealth Act governing the operation of a particular fund.

2.6.1.2 All new full-time and part-time 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 existing Deed of Adherence or Deed of Covenant between the University and UniSuper, with respect to employer and employee contributions, contribute to the relevant Fund(s) in accordance with the Trust Deed(s).

2.6.1.3 Superannuation contribution arrangements will be maintained for those staff who were employed by the University prior to 10 September 1991. Any staff member who:

- was employed by the University prior to 10 September 1991; and,
- 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,
- 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).

2.6.1.4 The management of Superannuation arrangements including arrangements for pre-tax contributions, 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 will be in accordance with the University policy and procedures for Superannuation. Although referred to in this Agreement, the University Superannuation policy and procedures do not form a part of this Agreement.

Where permitted by the relevant Superannuation Fund listed in sub-clause 2.6.1.1, 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 (SSF) all members may, upon approval from the Victorian Minister, salary sacrifice their personal superannuation contributions to the Victorian SSF.

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.

2.6.2 Superannuation Contributions for Casual Staff

2.6.2.1 The University will for the nominal life of this Agreement maintain the current rate of employer contributions for casual staff that are in effect as at the date of certification. All such contributions will be made to UniSuper.

2.6.2.2 The terms of this sub-clause shall not apply to:

(i) a casual academic staff member who between 1 January and 30 June or 1 July and 31 December in any one year earns less than $2010 for each six-month period. This figure shall be increased in January each year by the percentage increase in average weekly earnings for the previous year ending in September, rounded to the nearest dollar; or,

(ii) a casual general staff member who between 1 January and 30 June or 1 July and 31 December in any one year works less than 100 hours; or,

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

2.6.2.3 Except where otherwise provided for by this Agreement, the University will contribute a payment of 3 per cent of ordinary time earnings to UniSuper in respect of each staff member subject to this Agreement.

2.6.2.4 The management of superannuation contributions for casual staff will be in accordance with the University policy and procedures for Superannuation. Although referred to in this Agreement, the University policy and procedures for Superannuation do not form a part of this Agreement.

2.7 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. Although referred to in this Agreement, the Reimbursement of Expenses Policy does not form a part of this Agreement.

2.8 HIGHER DUTIES ALLOWANCES

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

2.8.2 Qualification for Allowance

2.8.2.1 General Staff

A 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.

2.8.2.2 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.

2.9 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 University 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). Although referred to in this Agreement, the Meal Allowance during Overtime Policy does not form a part of this Agreement.

SECTION 3: PROVIDING FOR LEAVE

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

A full-time or part-time staff member shall be entitled to the amount of leave available under the relevant clauses of this Agreement according to the fraction of her/his appointment and in accordance with the University’s procedures for approving leave.

3.2 PERSONAL LEAVE

3.2.1 Purpose

3.2.1.1 Personal Leave may be granted to assist staff to achieve work-life balance. 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. Although referred to in this Agreement, the University policy and procedures for Personal Leave do not form a part of this Agreement.
3.2.2 Entitlement

3.2.2.1 A staff member shall be 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; emergencies; Indigenous people’s ceremonial leave; observance of religious/culturally significant days; or moving house. Such leave is granted at the rate of 20 working days, 15 days of which shall be cumulative, for each completed year of service from their date of commencement. Staff will be credited with 20 days Personal Leave on commencement.

3.2.3 Personal Sick Leave

A staff member who is absent on a period of personal leave for personal sickness purposes for more than 3 working days shall provide proof of illness in line with University policy. A staff member may be required to provide proof of illness for absences of less than 3 working days in circumstances where the supervisor has a reasonable concern about the staff members use of sick leave.

3.3 RECREATIONAL LEAVE

3.3.1 Purpose

Recreational leave is a combination of leave types that recognize minimum entitlement and offer holidays to assist staff to achieve work-life balance.

Recreational Leave will encompass Annual Leave, University Holidays and Public Holidays.

The management of Recreational Leave will be in accordance with the University policy and procedures for Recreational Leave. Although referred to in this Agreement, the University policy and procedures for Recreational Leave do not form part of this Agreement.

3.3.2 Entitlement

(i) A staff member shall be entitled to Annual Leave at the rate of twenty (20) working days per annum to be taken at a time or times mutually convenient to the University and the staff member and which may accumulate to a maximum of thirty (30) working days at which time the staff member will cease to accrue any further annual leave until such time as annual leave is taken to reduce the balance to below the allowable maximum.

Where a staff member is ill/incapacitated (with certification) while on annual leave for two or more consecutive days the staff member shall be placed on personal sick leave (where available) and recredited equivalent annual leave or 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 up to 30 days where such leave is owing.

(ii) A staff member shall be entitled to 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 (VIC); Queensland Show Day (QLD); Canberra Day (ACT) and Bank Holiday (NSW) – which alone will be taken in conjunction with the annual Christmas closedown.

(iii) A staff member shall be entitled to 3 days University holidays associated with the annual Christmas closedown.
3.4 **LONG SERVICE LEAVE**

3.4.1 **Purpose**

Long Service Leave is an entitlement that recognises length of service to the University. The management of long service leave will be in accordance with the University policy and procedures for Long Service Leave. Although referred to in this Agreement, the University policy and procedures for Long Service Leave do not form a part of this Agreement.

3.4.2 **Entitlement**

A staff member shall be entitled to long service leave after 7 years service. Long service leave shall be calculated at the rate of 1.3 weeks for every year of service.

3.4.3 Notwithstanding sub-clause 3.4.2, a protected staff member in addition to service credited to the staff member at the time of the commencement of 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.

3.4.4 Where a staff member is ill/incapacitated (with certification) while on long service leave for two or more consecutive days the staff member shall be placed on personal sick leave (where available) and recredited equivalent long service leave or where a staff member ceases employment with the University after 7 years recognised service or after 4 years recognised service dies or retires on the grounds of age or ill health, the University shall pay to the person or their estate long service leave not taken.

3.5 **CIVIC SERVICE LEAVE**

3.5.1 **Purpose**

Civic Service Leave provides leave for civic duties such as Jury Service, Court Appearances, Fire Fighting and Emergency Assistance, Leave to Contest Elections, Blood Donor Leave, Attendance at Arbitration Proceedings, Military Reserve Leave and similar purposes recognising that from time to time staff may be involved in community activity. The management of Civic Service Leave will be in accordance with the University policy and procedures for Civic Service Leave. Although referred to in this Agreement, the University policy and procedures for Civic Service Leave do not form a part of this Agreement.

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

3.5.3 A staff member granted Civic Service Leave for emergency service activity shall be entitled to a further one day on completion of the service for the purpose of recovering from such activity.

3.6 **PARENTAL LEAVE**

3.6.1 **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. Although referred to in this Agreement, the University policy and procedures for Parental Leave do not form a part of this Agreement.

3.6.2 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 a woman who is a member of staff commences leave associated with the birth or adoption of a child.

3.6.2.1 A woman who is a member of staff is entitled to paid leave associated with the birth or adoption of a child in accordance with the following:

<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 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 3.6.2.1(i) or the first 12 weeks under sub-clause 3.6.2.1(ii) or 3.6.2.1(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 3.6.2.1(i) or (ii) above, to a continuous period of 52 weeks.

3.6.2.2 A woman who is a member of staff returning from a period of leave associated with the birth or adoption of a child shall be entitled to return to their 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 their 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 as referred to in subclause 3.6.1.

3.6.2.3 A man who is a member of staff 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/adoption.

3.6.2.4 A man who is a member of staff who elects to be the primary care-giver of the child will, in addition to the leave granted under sub-clause 3.6.2.3, also be entitled to a further unbroken period of up to 49 weeks unpaid leave subject to the production of certification that the staff member shall be the sole care-giver of the child during the period of parental leave requested.

3.6.3 Foster Parent Leave

3.6.3.1 A person who is a member of staff who is acting as the primary care-giver 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.

3.6.4 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.

3.6.5 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</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>

3.7 LEAVE WITHOUT PAY

Leave Without Pay for appropriate purposes may be granted by the University and in accordance with the University procedures for granting Leave Without Pay. Although referred to in this Agreement, the University leave without pay policy and procedures do not form a part of this Agreement.

3.8 EXTRAORDINARY LEAVE

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

3.9 WORKERS COMPENSATION LEAVE

3.9.1 Leave and any make up pay entitlements which apply to staff in Victoria associated with a work-related injury causing an incapacity for work shall be managed in accordance with the University Workers Compensation and Workplace Rehabilitation Policy and Procedures and any relevant legislation in the State or Territory in which the staff member is normally located. Although referred to in this Agreement the University Workers Compensation and Rehabilitation Policy and Procedures do not form part of the Agreement.

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

3.9.2.1 A staff member in Victoria who receives compensation for total or partial incapacity in accordance with sub-clause 3.9.1 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 ACU or any other employer.

3.9.2.2 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.
3.9.2.3 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.

3.9.2.4 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.

3.9.2.5 If as a result of such action, damages are awarded to the staff member, the staff member shall repay any make-up pay provided the sum awarded includes damages for loss of income.

3.9.2.6 If the amount of damages awarded is decreased by a judgement of contributory negligence by the staff member, the staff member shall repay a pro rata amount to the University having regard to the judgement of contributory negligence.

3.9.2.7 A staff member may use sick leave credits to cover any absence relating to the injury, providing this sick leave is not used concurrently with leave under this clause.

SECTION 4: DEVELOPING, REWARDING AND MANAGING PERFORMANCE

4.1 ENHANCING EXCELLENCE IN PERFORMANCE

4.1.1 In line with the Revised Strategic Plan 1999 – 2008, 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 Core Planning Group of the University:

- the Learning Paradigm;
- 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;
- 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 To achieve the required areas of learning and development, the University will provide an Academic Staff Development Program and a General Staff Learning and Development Program. These programs will be developed by the University and consulted on with the Australian Catholic University (ACU) Staff Consultative Committee. The programs will offer assistance to staff in developing their skills, professional capacity and effectiveness within the University to promote improved performance and efficiency. In areas of shared need, common developmental programs may be offered. Although referred to in this Agreement,
the Academic Staff Development Program and the General Staff Learning and Development Program do not form a part of this Agreement.

4.2 PERFORMANCE DEVELOPMENT AND REVIEW SYSTEMS AT ACU

4.2.1 Principles

The performance review and development process at ACU will provide a framework for identifying, evaluating and developing performance. 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 will participate in either the Performance Planning and Review Program for Academic Staff or the Performance Development Program for General Staff. This includes general staff serving a period of probation with a related program applying to academic staff. The program will be conducted annually with each member of staff by their nominated supervisor. These programs are designed to assist academic and general staff, respectively, to enhance their performance and hence that of the University. Although referred to in this Agreement, the Academic Performance Planning and Review Program and the General Staff Performance Development Program do not form a part of this Agreement.

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

- determine work priorities, workload and performance expectations over the next annual review period;
- discuss the staff member’s plans for taking annual, long service and other leave;
- provide feedback in relation to performance;
- determine if the staff member is eligible for incremental advancement;
- establish if the staff members 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; and,
- discuss as appropriate any personal/work issues that may impact on work performance.

4.2.4 The performance review and development process 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 of the staff member.

4.2.6 All casual staff will participate in the Performance Management for Casual Staff Program. This program is designed to assist casual academic and general staff, respectively, to enhance their performance and hence that of the University. Although referred to in this Agreement, the Performance Management for Casual Staff Program does not form a part of this Agreement.

4.3 STUDY TIME AND FINANCIAL ASSISTANCE TO SUPPORT STUDY

The University encourages the personal commitment of academic and general staff to continuous learning by providing those who are undertaking further education courses with the following Support and Assistance:

4.3.1 If a full-time academic staff member successfully completes an accredited postgraduate course that is relevant to the University, financial assistance to support study may be
provided in accordance with University policy. Although referred to in this Agreement, the Academic Staff Study Support Policy does not form a part of this Agreement.

4.3.2 If a full-time general staff member is undertaking a part-time course of study to enable her/his progression in the University or to satisfy the needs of the University, study time of up to 35 hours may be granted provided that University operational and customer service needs are appropriately met. Approval of requests for study time and financial assistance to support study will be in line with University policy. Although referred to in this Agreement, the General Staff Study Support Policy does not form a part of this Agreement.

4.4 NEW TRAINING AND DEVELOPMENT INITIATIVES

For the life of this Agreement, and within the funds available, the University commits to the following initiatives which are specifically designed to support the training and development needs of staff:

4.4.1 Initiatives for General Staff

4.4.1.1 Utilisation of Time Credits for General Staff Training and Development Purposes

Principle: Where operationally permissible the University will permit a general staff member to utilise time credits earned under the Arrangements for Working Flexibly to allow attendance at accredited fee-based courses that are approved by and relevant to the University.

4.4.2 Initiatives for Academic Staff

4.4.2.1 Research Awards for Women Academic Staff

As an affirmative action strategy, the University will provide up to three research awards per annum (valued at $10,000 each) for women academic staff who return to the University following a period of approved 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.

4.4.2.2 Childcare Support

As an affirmative action strategy, the University will provide up to $1,000 in the form of childcare support to women academic staff who, within three years of returning to ACU from approved parental leave, are presenting a refereed paper at an international conference held either within Australia or overseas.

4.5 PERFORMANCE-RELATED REWARD AND RECOGNITION

4.5.1 General Staff

4.5.1.1 Performance-related reward for general staff will be linked to the assessment of performance undertaken in accordance with the processes for performance management in place at the University and applying at the relevant time. Payment of performance-related reward to a general staff member will be subject to ongoing review. The payment may be reduced or withdrawn if, following a review of performance, the standard of performance which gave rise to the payment is not maintained.

4.5.1.2 The quantum of any performance-related reward that may be awarded to a general staff member will be determined by the University and will be expressed as a percentage of base salary.
4.5.1.3 Performance-related rewards to general staff may be taken as non-consolidated payments and paid as either a non-superannuable allowance over the ensuing twelve-month period or as a non-superannuable lump sum payment.

4.5.2 Academic Staff

4.5.2.1 Performance related recognition or rewards for academic staff will be linked to a review of performance or achievements in accordance with the processes for academic performance and review planning and the University policy on Rewarding and Recognising Performance for Academic Staff. Although referred to in this Agreement the University policy and procedures on Rewarding and Recognising Performance for Academic Staff do not form part of this Agreement.

4.6 INDUCTION

On taking up an appointment at the University, continuing and fixed-term staff will be required to participate in the University induction program, including any additional modules that may be developed following the staff member’s appointment. Although referred to in this Agreement, the University Induction Program does not form a part of this Agreement.

4.7 PROBATIONARY EMPLOYMENT

4.7.1 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 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 University procedures. Although referred to in this Agreement, the University probation policy and procedures do not form a part of this Agreement.

4.7.2 Notwithstanding that the 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 months, and for an Academic Staff member shall be five years. The normal period of probation for an academic staff member shall be three years.

4.7.3 Notwithstanding the provisions of this Agreement, the Vice-Chancellor may dismiss a probationary staff member on performance grounds with notice, provided that:

- the staff member is serving a reasonable probationary period, having regard to the nature and circumstances of the employment; and,
- the dismissal complies with the University probation review and appeal procedures; and,
- notice of dismissal is given in writing.

4.7.4 If the Vice-Chancellor dismisses a probationary staff member for unsatisfactory performance, the staff member shall be entitled to notice or payment in lieu of notice.

4.8 INCREMENTAL PROGRESSION

4.8.1 In order to achieve progression to the next point on an incremental scale, a staff member is expected to 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 procedures for reviewing staff performance. An increment shall not be withheld, other than in accordance with the procedures for incremental progression. Incremental progression shall normally occur on a staff member’s increment anniversary date. Although referred to in this Agreement, the University incremental progression policy and procedures do not form a part of this Agreement.
4.8.2 In line with sub-clause 4.5 of this Agreement, the University Policy on Rewarding Excellence in Performance for General Staff and the University Policy on Rewarding and Recognising Performance for Academic Staff, a staff member in certain circumstances may progress one additional incremental level to that which would normally annually apply. Although referred to in this Agreement, the University Policy on Rewarding Excellence in Performance for General Staff and the University Policy on Rewarding and Recognising Performance for Academic Staff do not form part of this Agreement.

4.9 FAIRNESS IN MANAGING STAFF PERFORMANCE

4.9.1 Principles for Managing Performance

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.

During any meetings to discuss performance, a staff member may choose to be assisted by a person of their choice, provided that person is not a practising barrister or solicitor.

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

4.9.2 Initial Feedback Mechanisms

4.9.2.1 In the context of sub-clause 4.9.1 above, 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.

4.9.2.2 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.

4.9.2.3 To assist the staff member to address any performance concerns, the supervisor will:

(i) outline to the staff member the nature of the improvement required and the time within which reasonable improvement is expected;
(ii) outline the possible consequences if the staff member’s performance does not improve; and,
(iii) provide the staff member with a copy of the advice concerning the performance improvement required.

4.9.3 Follow-up Feedback Mechanisms

4.9.3.1 If, following the steps taken under sub-clause 4.9.2.3, the staff member continues to perform below the expected standards, the supervisor will provide the staff member with written advice of the need for the staff member’s performance to improve, and will specify:

(i) the acceptable standard of work;
(ii) how the employee’s work does not meet that standard;
(iii) any required skill development or training to be provided; and,
(iv) how performance will need to improve over a specified period of time.

A copy of the advice will also be provided to the Executive Staff member responsible for the work unit in which the staff member works.

4.9.3.2 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. A copy of the advice will also be provided to the Executive Staff member responsible for the work unit in which the staff member works.
4.9.3.3 If, at the end of the specified review period, the staff member's performance has not improved to the required standard, the supervisor will submit a report to this effect to the Executive Staff member for consideration and, at the same time, provide a copy to the staff member.

4.9.3.4 If, following consideration of the supervisor's report, the Executive Staff member concludes that the processes referred to in sub-clause 4.9.3.1 have not produced the desired improvements in performance, the Executive Staff member will make a report to the Core Planning Group member and, at the same time, provide a copy to the staff member. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the problem/s.

4.9.4 The staff member must, within ten working days of provision of a copy of the report provided to the Core Planning Group member, submit to the Core Planning Group member a written response to the report. The Core Planning Group member will consider the report and the response provided by the staff member and consult with the Executive Staff member.

4.9.5 Upon receipt of the report and any written response from the staff member, the Core Planning Group member will first 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.

4.9.6 The Core Planning Group member may then decide to:

(i) take no further action;

(ii) refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 4.9.5 are complied with in substance and in a manner appropriate to the circumstances; or,

(iii) recommend to the Vice-Chancellor that disciplinary action as prescribed by this Agreement be taken.

4.9.7 On receipt of the recommendations from the Core Planning Group member and having considered the report of the Executive Staff member related to the unsatisfactory performance, the Vice-Chancellor may take disciplinary action as defined in sub-clause 1.3 (x) of this Agreement.

4.9.8 Before taking any action under sub-clause 4.9.7, the Vice-Chancellor will provide the staff member with copies of the reports that have given rise to the recommendation from the Core Planning Group member under sub-clause 4.9.7. 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 he or she may wish the Vice-Chancellor to take into account at the time a decision as to disciplinary action is to be considered.

4.9.9 Before deciding to take disciplinary action, the Vice-Chancellor will:

(i) have regard to any such matters brought to attention by the staff member when deciding whether any disciplinary action should be taken; and,

(ii) advise the staff member of that decision and of the operative date of any disciplinary action to be taken.

4.9.10 If, following receipt of advice from the Vice-Chancellor in sub-clause 4.9.9, a staff member believes that fair and proper procedures have not been followed, the staff member may seek to have the process reviewed by the University Visitor. The University Visitor will review solely the steps taken during the process to establish that the staff member was afforded
procedural fairness throughout the managing of staff performance process. The University Visitor will submit a report on the findings of this Review to the Vice-Chancellor.

4.9.11 Subject to the outcome of any review by the University Visitor, 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.

4.9.12 All actions of the Vice-Chancellor to discipline a staff member shall be final, except that nothing in this subclause 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. All intermediate steps and decisions taken in accordance with this clause are final and are not subject to the Disputes Settling Procedures of this Agreement. The final determination of the Vice-Chancellor is likewise final and is not open to challenge via the Disputes Settling Procedures of this Agreement.

SECTION 5. WORKING ARRANGEMENTS

5.1 Working Arrangements – Academic Staff

5.1.1 Principles of Availability

5.1.1.1 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.

5.1.1.2 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/Dean or delegate of where they are conducting research or other related academic functions off-campus. The University is not 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/Dean in relation to any off-campus activities.

5.1.2 Principles of Assigning Annual Academic Workloads

5.1.2.1 Academic staff shall be consulted on workload which will be allocated fairly and equitably. To achieve this end, and to monitor workloads of academic staff generally within the School, the Head will assign workloads in accordance with the University policy and procedures on Academic Staff Workloads. Although referred to in this Agreement, the University policy and procedures on Academic Staff Workloads do not form a part of this Agreement.

5.1.2.2 The following principles shall apply to the allocation of academic workloads:

(i) The teaching requirements of all courses have to be met within the resources available to the University.
(ii) The workload of an academic staff member may include such relevant activities as teaching, research, supervision of higher degree students, all types of field work supervision (e.g., school experience, clinical supervision), academic administrative duties as appropriate to the level of appointment, and other internal and external professional activity as required by the University.
(iii) Workload does not include private practice or personal community engagement.
(iv) Staff shall not normally teach more than 4 units in any one semester.
(v) Academic staff will normally accumulate the equivalent of 360 contact hours of workload each year as set out in the University policy on Academic Workloads. This includes 336 contact hours of teaching, supervision and administration and 24 contact hours of other approved academic-related activities as defined by the
policy. With prior agreement between the staff member and the supervisor, workload may be averaged over an academic year.

5.2 Minimum Standards for Academic Levels (MSALs)

5.2.1 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.

5.2.2 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.

5.2.3 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.

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

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 5.3.2.1.

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:

- 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;
- the maximum number of ordinary hours a staff member may be permitted to work on any one day is 9 hours;
- 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;
- 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;
- overtime and shift allowances are not applicable between 7:30 am and 7:00 pm;
without prejudice

- with the approval of the Executive Staff 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;
- a general staff member will normally work an average of 140 hours over a four-week cycle;
- 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,
- 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 Dean/Director on the recommendation from the Head of School/Manager of the work unit.

5.3.2.2 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.

5.3.2.3 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.

5.3.3 Meal Breaks and Rest Pauses – General Staff

5.3.3.1 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.

5.3.4 Shiftwork – General Staff

5.3.4.1 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 loading will be subject to the time of commencement of the particular shift as defined in the University policy on shiftwork payments.

5.3.4.2 All authorised work on shiftwork shall be paid at the percentage of the ordinary rate per hour in accordance with Table 1 of Schedule 4 of this Agreement.

5.3.4.3 The management of shiftwork will be in accordance with the University policy and procedures for shiftwork. Although referred to in this Agreement the University Shiftwork Policy and Procedures do not form part of this Agreement.

5.3.5 Overtime – General Staff

5.3.5.1 The provisions of this clause shall not apply to a general staff member in receipt of a salary in excess of Level 7, as set out in Part B of Schedule 1.

5.3.5.2 All authorised time worked in the following circumstances shall be treated as overtime and shall be paid at the percentage of the ordinary rate per hour in accordance with Table 2 of Schedule 4 of this Agreement.

5.3.5.3 The management of overtime will be in accordance with the University policy and procedures for overtime. Although referred to in this Agreement, the University Overtime Policy and Procedures do not form part of this Agreement.
5.3.6 On-Call Arrangements – General Staff

5.3.6.1 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 “on-call” will not be required to remain at her/his home, but shall be readily contactable.

5.3.6.2 On call work shall be paid at the percentage of the ordinary rate per hour in accordance with Table 3 of Schedule 4 of this Agreement.

5.3.6.3 The management of On Call arrangements will be in accordance with the University policy and procedures for On Call arrangements. Although referred to in this Agreement the University On-call Arrangements Policy and Procedures do not form part of this Agreement.

5.4 Principles Underpinning General Staff Position Classification

5.4.1 The DWM descriptors, as specified in Schedule 3 Part B, shall be the primary determinant of the classification of general staff positions. The University will develop a set of ACU-specific secondary classification descriptors based upon the DWM descriptors. These ACU-specific descriptors, when developed, will replace the use of the Hay Points Factor System as the secondary system utilised by the University for classification.

5.4.2 A General Staff Classification Committee, comprising staff participants elected by all general staff of the University and University nominees trained for this purpose, shall classify general staff positions at HEW Level 1 to HEW Level 9. This Committee will function in accordance with the University Policy on General Staff Position Classification. Although referred to in this Agreement, the University Policy on General Staff Position Classification does not form a part of this Agreement.

5.4.3 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, skill and experience necessary for the performance of the duties of the position.

5.5 Principles of Job Redesign, Flexibility and Skills Enhancement for General Staff

To support continuous performance improvement, all general staff will actively engage in a process of on-going 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

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 TYPES OF EMPLOYMENT

6.1.1 Nothing in this Agreement shall limit the number or proportion of staff members that the University may employ in a particular type of employment.

6.1.2 Nothing in this Agreement shall prevent a staff member from engaging in additional work as a casual staff member at the University.

6.1.3 A staff member may be employed either on a:
6.1.3.1 continuing or fixed term basis as a full-time or part-time staff member; or
6.1.3.2 as a sessional staff member; or
6.1.3.3 as a casual staff member.

6.2 INSTRUMENT OF APPOINTMENT

Upon engagement, the University shall provide to the staff member an instrument of appointment that states the type of employment and informs the staff member of the terms of engagement at the time of the appointment.

6.3 PROBATIONARY EMPLOYMENT

6.3.1 A staff member, other than one who is employed as a sessional or a casual, may be employed on the basis of a requirement to complete a specified period of probationary employment satisfactorily in accordance with sub-clause 4.7 of this Agreement.

6.3.2 As a condition incidental to employment on probation, a staff member shall be advised of, and be given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to terminate employment upon or before the expiry of the period of probation.

6.4 CONTINUING EMPLOYMENT

6.4.1 Continuing employment shall mean and refer to employment on a full- or part-time basis with no specified end date. 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.

6.4.2 Continuing employment is terminable by the death, resignation or retirement of the staff member; by the abandonment of employment by the staff member; by the position being declared redundant; or by the staff member’s employment being otherwise terminated by the University in accordance with the relevant provisions of this Agreement.

6.5 FULL-TIME EMPLOYMENT

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

6.6 PART-TIME EMPLOYMENT

Part-time employment means employment for less than the normal weekly hours for a full-time staff member and for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked. 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. Payment of overtime to a part-time general staff member shall be pursuant to sub-clause 5.3.5 (Overtime) of this Agreement.

6.7 FRACTIONAL EMPLOYMENT

6.7.1 Fractional employment means employment for a fixed number of weeks in the year which is less than 52 weeks, and for which all agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked. Fractional employment may be on a continuing or fixed-term basis and may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. Payment of overtime to a fractional general staff member shall be pursuant to sub-clause 5.3.5 (Overtime) of this Agreement.
6.7.2 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.

6.8 FIXED-TERM EMPLOYMENT

6.8.1 Fixed-term employment means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment (or in lieu of a finishing date, 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).

6.8.2 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. Any second or subsequent fixed-term contract with the University shall not contain a probationary period except as provided for in sub-clause 6.8.7.3.

6.8.3 Fixed-term employment is terminable by the death, resignation or retirement of the staff member; during a probationary period; by the abandonment of employment by the staff member; or, the staff member’s employment being otherwise terminated by the University in accordance with the relevant provisions of this Agreement for unsatisfactory performance or serious or wilful misconduct or where the position is declared redundant in accordance with clause 6.14.

6.8.4 Provision of Notice for Fixed-Term Staff

6.8.4.1 The University shall provide to a fixed-term staff member a written notice that at the expiry of the contract the University intends to either continue the position or discontinue the position. The notice shall be as outlined in Table 1 of Schedule 5 of this Agreement.

6.8.5 Severance Pay

6.8.5.1 A fixed term staff member employed after certification of this Agreement whose contract of employment is not renewed will only be entitled to a severance payment as outlined in Table 2 of Schedule 5 of this Agreement if the staff member:

(i) is employed on a single fixed-term contract of 3 years or more; or,
(ii) is employed on a second or subsequent fixed-term contract and the total period of fixed-term employment is for a period of 3 years or more.

The provisions of this sub-clause do not apply to a staff member employed on a fixed-term contract in connection with a retirement transition strategy or if the staff member is a student of the University.

Fixed-term staff members with 5 years or more of continuous service, on termination shall in addition to the relevant severance payment, be entitled to payment in lieu of long service leave calculated at the rate of 1.3 weeks per year of service.

6.8.5.2 A fixed-term staff member employed after certification of this Agreement whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, and who has less than three year’s continuous service will only be paid severance as outlined in Table 3 of Schedule 5 of this Agreement in the following circumstances:

(i) the work is continuing but another person has been appointed to the position; and,
(ii) the staff member was appointed following a competitive and merit-based selection process.

6.8.5.3 For the purposes of payment of severance under sub-clauses 6.8.5.1 and 6.8.5.2, breaks between fixed term appointments of up to two times per year and of up to six weeks on each
occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

6.8.5.4 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then payment of severance benefits under sub-clauses 6.8.5.1 and 6.8.5.2 may be deferred for a maximum period of four weeks from the expiry of the period of fixed term employment.

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

6.8.6 Agreement Entitlements and Calculation of Continuous Service

Except where otherwise provided for under this Agreement, a fixed-term staff member shall be entitled to the same Agreement terms and conditions 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.

6.8.7 Re-Appointment of Fixed-Term Staff

6.8.7.1 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 following the date of certification of this Agreement.

6.8.7.2 Except as provided in sub-clause 6.8.7.5.1, where the position is to be offered on a continuing basis, the appointment will be subject to open advertisement.

6.8.7.3 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;
(ii) meeting the criteria for appointment to the University for the Level of the position; and,
(iii) being assessed as performing satisfactory following performance reviews under the appropriate process provided for under sub-clauses 4.2.2 and 4.8.

6.8.7.4 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 24 months probation may be required.

6.8.7.5 Current Fixed-Term Staff

6.8.7.5.1 The University will review existing fixed-term contracts entered into prior to the certification of this Agreement prior to the expiration of those contracts and in accordance with its normal processes. Any decision to offer a new fixed-term contract to an existing fixed-term staff member must be in accordance with the provisions of this Agreement. If the University determines that a position is to be made a continuing one, and the incumbent has served five or more years on a fixed-term contract(s), the University will offer the staff member a continuing appointment without the requirement for an advertisement of the position.

6.8.7.5.2 A staff member employed on a fixed-term contract prior to certification of this Agreement 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 as outlined in Table 4 of Schedule 5 of this Agreement only if:
- the staff member is employed on a second or subsequent fixed term contract for research only or for a specific task or project, and the same or substantially similar duties are no longer required by the University; or
- the staff member is employed on a fixed term contract for research only or for a specific task or project, but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

For the purpose of this clause, breaks between fixed term appointments of up to two times per year and of up to six weeks on each occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

6.9 SESSIONAL EMPLOYMENT

Sessional employment means employment for a specified period during the year, which is normally related to a teaching session as set out in the University calendar. Payment for sessional employment will be in accordance with the rates set out in Schedule 2.

6.10 CASUAL EMPLOYMENT

6.10.1 Casual employment means employment on a non-continuing basis for which payment is made at an hourly rate.

6.10.2 A casual academic staff member shall be employed and paid in accordance with the provisions set out in Schedule 2.

6.10.3 A research academic staff member engaged to undertake research-only related activities and employed on a casual basis shall be paid an hourly rate derived from the full-time rates set out in Schedule 1, Part A, together with a loading of 23%. 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.

6.10.4 From the full-time rates a casual general staff member shall be paid the ordinary rate per hour derived as set out in Schedule 1, Part B, together with a loading of 23%. This loading is in compensation for the casual nature of the appointment and all leave entitlements including but not limited to personal leave, public holidays, annual leave, long service leave and annual leave loading.

6.10.5 Payment of overtime to a casual general staff member shall be as outlined in Table 2 of Schedule 4 of this Agreement.

6.10.6 Conversion from Casual to Non-Casual Employment – General Staff

6.10.6.1 Upon appointment, the University shall advise a casual general staff member 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.

6.10.6.2 Eligibility for Conversion

To be eligible to apply for conversion, a casual 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 (or equivalent), 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.
6.10.6.3 The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. 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 employee, 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 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.

6.10.6.4 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 6.10.6.3 (c); and,
(ii) that ground ceased to apply.

6.10.6.5 Management of Conversion from Casual to Non-Casual employment – General Staff is covered by the Policy on Employment of Casual Staff. Although referred to in this Agreement, the University policy and procedures on Employment of Casual Staff do not form a part of this Agreement.

6.11 WORK-LIFE BALANCE ARRANGEMENTS

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

6.11.1 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 Vice-Chancellor.

6.11.2 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 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.

6.12 TRANSFERS

6.12.1 Notwithstanding any other provision of this Agreement, the University may transfer a staff member into another position at their current classification level.

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

6.12.1.2 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,

6.12.1.3 If a staff member requests a transfer in writing and a suitable vacancy is available.
6.13 SEPARATION FROM EMPLOYMENT AT ACU

6.13.1 Separation at the Initiative of the Staff Member

6.13.1.1 A staff member, other than a casual staff member, is required to give to the University not less than two weeks notice of separation from employment with the University. If a staff member fails to give the University sufficient notice, the University shall have the right to withhold monies owing to the staff member with the maximum amount equal to the ordinary time rate of pay for the period of notice not given.

6.13.1.2 A casual staff member is required to give a minimum of one hour’s notice of separation from employment with the University.

6.13.2 Separation due to Abandonment of Employment – General Staff

If a general staff member is absent from work for a period of 5 days or more without explanation, and does not make reasonable efforts to inform the 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 in accordance with the procedures set out in the University Policy on the Abandonment of Employment. Although referred to in this Agreement, the University policy and procedures on the Abandonment of Employment does not form part of this Agreement.

6.13.3 Separation at the Initiative of the University

6.13.3.1 The University will not end the employment of a staff member, other than a casual staff member, unless the staff member has been given notice and/or compensation as required by Section 170CM of the Act, provided that:

(i) the University may, without notice, end the employment of a staff member found to have engaged in conduct of a kind envisaged in Section 170CM(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a period of notice;

(ii) Greater notice and/or compensation specified in the staff member’s contract of employment or in the terms of this Agreement shall prevail over the terms of Section 170CM of the Act.

6.13.3.2 The action of the Vice-Chancellor to end the employment of a staff member under the provisions of this Agreement will be final, however, this does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter. All intermediate steps and decisions taken to end a staff member’s employment are final and are not subject to the Disputes Settling Procedures of this Agreement. The final determination of the Vice-Chancellor is likewise final and is not open to challenge via the Disputes Settling Procedures of this Agreement.

6.13.3.3 The appropriate disciplinary procedures of this Agreement will apply prior to action being taken by the University to terminate the employment of a staff member, other than a casual staff member, for disciplinary reasons.

6.13.3.4 For disciplinary purposes, the University may end the employment of any staff member (other than a casual) by giving notice in accordance with the Table 5 of Schedule 5 of this Agreement, except in cases of summary dismissal for serious misconduct:

6.13.3.5 Payment in lieu of the notice prescribed in sub-clause 6.13.3.4 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.

6.13.3.6 Any payments in lieu of notice will be based on the staff member’s substantive salary at the date of cessation of employment.
6.13.3 The University may terminate the employment of a casual by giving one hour’s notice.

6.13.4 **Separation from Employment for Medical Reasons**

The provisions outlined in this clause apply to any staff member covered by this Agreement. Nothing in this clause is intended to preclude a staff member from initiating separation from employment on medical grounds or from applying to their superannuation fund for ill-health retirement or temporary disability benefit.

6.13.4.1 If the University believes there is doubt regarding a staff member’s capacity to perform the duties of her/his office, the staff member may be required to undergo a medical examination. The University will choose a medical practitioner to conduct the medical examination at the expense of the University. The University will provide the staff member with written notice of not less than four weeks, except in exceptional circumstances, that a medical examination is required.

6.13.4.2 If, within the notice period referred to in sub-clause 6.13.4.1, the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and provides the University with evidence of the application and cooperates 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. In the event the superannuation fund determines that the staff member has the capacity to perform the duties of her/his office, in line with the University’s duty of care obligation, the University will require the staff member to undergo the medical examination immediately referred to in sub-clause 6.13.4.1 with written notice already served.

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

6.13.4.4 Notwithstanding the provisions of sub-clause 6.13.4.2, where a staff member has been continually absent from employment on account of a medical condition which has been the subject of examination under sub-clause 6.13.4.2, and the absence has been for a period of not less than twelve months, the University may terminate the staff member’s employment by providing 12 months notice or pay in lieu thereof.

6.13.4.5 The Vice-Chancellor may construe failure by a staff member to undergo a medical examination as prima facie evidence that a medical examination would have found the staff member unable to perform her/his duties and unlikely to be able to resume them within twelve months. In this case, the Vice-Chancellor may provide 12 months notice or payment in lieu thereof in line with Policy and Procedures on Separation for Medical Reason. 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. Although referred to in this Agreement, the University policy and procedures for Separation for Medical Reason do not form part of this Agreement.

6.13.5 **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 an investigation that is reasonable in the circumstances and observing the
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 Section 170 CM of the Act and the Regulations. Although referred to in this Agreement, the University policy and procedures for summary dismissal do not form part of this Agreement.

6.14 REDUNDANCY PROVISIONS

6.14.1 Notification of Redundancy

As soon as practicable after a decision to make one or more positions redundant, the University will inform the staff affected and, at the same time, will indicate the time when or the period over which the University intends to effect the termination/s.

At the same time as providing the above information, the University will invite the affected staff to be consulted on measures to be adopted to minimise the adverse effects of the decision. These measures may include redeployment, voluntary early retirement or secondment. Staff may choose to be assisted during these discussions by a person of their choice, providing that person is not a practicing solicitor or barrister.

Following the consultative process outlined above, the University will decide which measures will be pursued either collectively or separately, as appropriate in the circumstances.

6.14.2 Redeployment, Relocation and Retraining

6.14.2.1 Principles

6.14.2.2 Wherever possible, as a first step to avoid the need for retrenchment following notification of redundancy, the University reserves the right to redeploy a staff member to another suitable position, subject to the provisions of sub-clause 6.12.1. A staff member shall not unreasonably decline to accept redeployment, relocation, training or retraining.

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

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

6.14.3 Income Maintenance for General Staff

6.14.3.1 When a general staff member is redeployed to a position classified lower than the position made redundant by the University, the general staff member shall continue to receive the salary in line with Schedule 1 Part B of the redundant position for 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 of the position into which she/he has been redeployed.

6.14.4 Notice of Termination

6.14.4.1 Where the University is not able to identify a position into which an affected staff member may be redeployed, notice of termination, capped at 52 weeks based on the staff member's age and length of service by combining the relevant notice periods, shall be given as outlined in Tables 6a and 6b in Schedule 5 of this Agreement.

6.14.4.2 The period of notice given to the staff member in accordance with this sub-clause shall not be extended by any period of leave taken by the staff member during the notice period.
6.14.3 During the period of notice of termination given by the University, 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.

6.14.5 Severance Pay

6.14.5.1 A staff member whose employment is terminated by reason of redundancy will be paid severance pay as outlined in Table 7 in Schedule 5 of this Agreement:

6.14.5.2 Severance payments:

- will not exceed the amount that the staff member would have earned if employment with the University had proceeded to the staff member’s normal retirement date as defined by the staff member’s superannuation fund.
- will be varied to take account of the date of commencement with a new employer. If the University obtains acceptable alternative employment outside the University for the staff member.

6.14.5.3 A fixed term staff member whose position is made redundant prior to the expiry of the contract will be paid the balance of the contract, or severance pay in accordance with sub-clause 6.14.5.1 whichever is the greater.

6.14.6 Voluntary Early 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 in accordance with sub-clause 6.14.4 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:

- four weeks salary conditional upon cessation of employment no later than the end of the semester in which the notice under sub-clause 6.14.4 has been given to the staff member or another date mutually agreed with the University; plus,
- two weeks of salary for each completed year of service up to a maximum benefit of 52 weeks.

6.14.7 The management of redeployment, redundancy and voluntary early retirement will be in accordance with the University Redeployment, Redundancy, and Early Retirement Policy and Procedures. Although referred to in this Agreement, the University policy and procedures for Redeployment, Redundancy and Early Retirement do not form part of this Agreement.

6.15 ACTION TO ADDRESS MISCONDUCT OR SERIOUS MISCONDUCT

6.15.1 Principles

6.15.1.1 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. 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.

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

6.15.1.3 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.
6.15.1.4 Proceedings associated with misconduct or serious misconduct will be conducted in line with natural justice and procedural fairness.

6.15.1.5 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 section 170CM(1)(c) of the Workplace Relations Act 1996 so that it would be unreasonable to continue the staff member’s attendance at work pending further investigation.

6.15.1.6 The management of misconduct/serious misconduct will be in accordance with the University Misconduct Policy and Procedures. Although referred to in this Agreement, the University policy and procedures for Misconduct do not form part of this Agreement.

6.15.2 Action to Address Misconduct

6.15.2.1 If, following preliminary inquiries and discussions with a staff member, a supervisor reasonably forms a view that the behaviour of a staff member is not acceptable, the supervisor will, where it is appropriate to do so, counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected.

6.15.2.2 At the end of the specified review period, if the staff member’s behaviour has not improved to the required standard, the nominated supervisor will submit a report to the Executive Staff member for her/his consideration and also provide a copy to the staff member.

6.15.2.3 On consideration of the report, if the Executive Staff member concludes that the required improvements in behaviour have not been achieved, the report will be endorsed to this effect and forwarded to the Core Planning Group member and the staff member will be so advised.

6.15.2.4 The staff member must submit to the Core Planning Group member a written response to the report for her/his consideration.

6.15.2.5 On consideration of the staff member’s response, the Core Planning Group member will first be satisfied that the matter has been appropriately and fairly managed in line with the University policy.

6.15.2.6 The Core Planning Group member may then decide to address the matter in line with University policy, including possible submission to the Vice-Chancellor with a recommendation that action be considered in relation to misconduct or serious misconduct.

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

6.15.2.8 If the staff member admits in part or full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, then the Vice-Chancellor may take disciplinary action as defined in sub-clause 1.3 (x) of this Agreement.

6.15.2.9 Alternatively, if the staff member denies any part of the allegation/s, or fails to submit a written response, the Vice-Chancellor may counsel and/or censure the staff member for unsatisfactory behaviour; take no other action; or arrange for the matter to be investigated by a Misconduct Committee.

6.15.3 Investigation of Misconduct/Serious Misconduct

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

6.15.3.2 The Misconduct Committee will consist of three members and will be assisted by an Executive Officer:
(i) an independent Chairperson external to the University chosen by the Vice-Chancellor from a panel of chairpersons established in accordance with sub-clause 8.6 of this Agreement;
(ii) a nominee of the Vice-Chancellor from within the University; and,
(iii) an elected staff member from the panel established under Clause 8.5.2.2 chosen by the staff member against whom allegations of misconduct or serious misconduct have been raised.

6.15.3.3 In pursuing its work, the Misconduct Committee will operate in camera guided by natural justice and procedural fairness principles to inquire into and prepare a report on the matter/s:
- where relevant, interviewing the staff member and any other appropriate person to establish the facts;
- taking into account any other material or information;
- conducting 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 clause 1.3(xxi)) and the representative of the Vice-Chancellor, allowing the asking of questions, presentation or challenging of evidence or the provision of submissions;
- maintaining and making available on request to the participant in the process, a sound or video recording of its proceedings not including its deliberations; and,
- presenting its final report to the Vice-Chancellor and staff member as soon as feasible.

6.15.4 Action by the Vice-Chancellor

6.15.4.1 On receipt of the written report of the Misconduct Committee, and having considered its findings the Vice-Chancellor may:
- if no misconduct or serious misconduct has been found, promptly advise the staff member in writing; or,
- take disciplinary action as defined in sub-clause 1.3 (x) of this Agreement.

6.15.4.2 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. All intermediate steps and decisions taken in accordance with this clause are final and are not subject to the Disputes Settling Procedures of this Agreement. The final determination of the Vice-Chancellor is likewise final and is not open to challenge via the Disputes Settling Procedures of this Agreement.

6.15.5 Notice Periods in Relation to Misconduct

6.15.5.1 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.

6.15.5.2 The staff member will receive the minimum period of notice, or payment in lieu of notice, of their last day of duty as outlined in Table 8 in Schedule 5 of this Agreement.

6.15.5.3 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.

6.15.5.4 Any payments in lieu of notice will be based on the staff member’s substantive salary at the date of cessation of employment.
SECTION 7: SETTLING DISPUTES

7.1 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.

7.2 If there is not agreement that the matter constitutes a dispute under the terms of this Agreement, the matter may be referred to the Commission for a decision prior to the instigation of the dispute resolution procedures.

7.3 As soon as practicable after a dispute has arisen, the staff member(s) concerned will take the matter up, in writing, with the nominated supervisor, affording that person the opportunity to remedy the cause of the dispute. The nominated supervisor will advise the staff member(s), in writing, of the action taken with regard to the matter, normally within five (5) working days of it having been raised by the staff member(s).

7.4 Where the attempt at settlement under sub-clause 7.3 is unsuccessful, or the dispute is of such a nature that a direct discussion between the staff member(s) and the nominated supervisor would be inappropriate, then the staff member(s), or where she/he/they choose a representative of her/his/their choice may take the matter up, in writing, with the next most senior University manager, who will attempt to resolve the dispute, normally within ten (10) working days of it having been raised by the staff member(s).

7.5 If an attempt to resolve the dispute under sub-clause 7.4 is unsuccessful or if the dispute extends beyond one organisational unit, the affected staff member(s) or where she/he chooses, a representative of her/his choice who is not currently a practising solicitor or barrister may take the matter up, in writing, with the relevant Core Planning Group member(s) who will consult with the Director, Personnel Relations and Equal Opportunity (or delegate) in an attempt to resolve the matter. The relevant Core Planning Group member(s) and the Director, Personnel Relations and Equal Opportunity (or delegate) will meet with the affected staff member(s) within 10 working days with a view to resolving the matter at dispute if possible.

7.6 Except where an occupational hazard exists, until the procedures described in sub-clauses 7.3 to 7.5 above 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 the Australian Industrial Relations Commission by the staff member(s) or a person representing the staff member(s) or by University management.

7.7 Should the dispute not be resolved by the processes referred to in sub-clauses 7.3 to 7.5 above, the matter may be referred to the Commission for conciliation and arbitration or settlement by the Commission. In such circumstances, any decision made by the Commission concerning the referred matter shall be binding on those involved in the dispute.

7.8 If the dispute relates to an alleged ambiguity or uncertainty in this Agreement, either party to the dispute may apply to the Commission at any time for an interpretation, which may result in a variation of this Agreement to eliminate the alleged uncertainty or ambiguity. In accordance with the provisions of the Workplace Relations Act, the Commission may act of its own motion to take steps to vary the Agreement in such circumstances.
SECTION 8: THE UNIVERSITY AND STAFF WORKING TOGETHER - CONSULTATION AT ACU

8.1 Principles of Consultation at ACU

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 representative of her/his choice, providing that person is not currently a practising solicitor or barrister.

The University uses a variety of mechanisms to communicate and consult with staff, and where a staff member so chooses their representatives, 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 Director, University Services;
(ii) organisational or functional unit meetings;
(iii) the ACU Intranet (Inet);
(iv) staff focus groups;
(v) open workplace forums; and,
(vi) an ACU Staff Consultative Committee (For Committee composition, see sub-clause 8.4.1).

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

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

The ACU Staff Consultative Committee (ACUSCC), comprising University and staff representatives, 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) learning and development;
(iv) equal employment opportunity/workplace diversity policy and programs; and,
(v) strategic occupational health and safety 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, Personnel Relations and Equal Opportunity;
(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

8.5.1 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 and which allow for staff involvement.

8.5.2 Staff Participation on University Committees

8.5.2.1 General Staff Position Classification Committee Panel

A panel consisting of **10** general staff members elected by the general staff of the University shall be established, from which staff participants who will serve along with University nominees (see subclause 5.4.2) on the University General Staff Position Classification Committee shall be drawn. Relevant staff participants shall be selected from this panel by the Director, Personnel Relations and Equal Opportunity (or delegate) to serve on an identified General Staff Position Classification Committee.

8.5.2.2 Misconduct Committee Panel

A panel consisting of **8** academic staff members and **8** general staff members elected respectively by the academic and general staff of the University shall be established, from which staff participants on the University Misconduct Committee shall be drawn. A staff participant shall be selected from this panel by a staff member against whom allegations of misconduct or serious misconduct have been raised to serve on an identified Misconduct Committee, to investigate a misconduct or serious misconduct matter under clause 6.15.3 of this agreement.

8.5.2.3 Participation as an Observer in a University Process

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 staff members for this purpose.

8.5.2.4 Participation on any committee or in a process outlined above will be in accordance with University guidelines for participation of staff in University processes. Although referred to in this Agreement the University Participation of Staff in University Employment Relations and Associated Committee Guidelines do not form part of the Agreement.

8.6 External Chairpersons’ Panel

A panel of external chairpersons shall be established by the University in consultation with the ACUSCC. These external chairpersons shall be independent of the University and appropriately professionally skilled and experienced to perform the important role so as to instil in the ACU workplace community confidence in the process.

The Vice-Chancellor shall select from this panel a person to chair a Misconduct Committee established for this purpose.
8.7 Change Management Processes at ACU

8.7.1 Principles and Practices of Change Management

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.

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.

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

8.7.1.1 Consultation

When the University proposes a significant change to work organisation, consultation with the affected staff will take place 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 impact on staff. 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:

- the rationale for the change;
- the potential benefits for staff or possible adverse effects on staff, if any;
- suggestions for avoiding or mitigating any potentially adverse effects on staff;
- whether a post implementation review is appropriate; and
- 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 SCC. The SCC 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.

8.7.1.2 Evaluation of Consultation Outcomes

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 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.

8.7.1.3 Implementation and Review

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:

- the implementation of change;
- if appropriate, a subsequent review of the process or change.
Staff Enterprise Agreement 2005 – 2008

[SCHEDULES]

Australian Catholic University
(ABN 15 050 192 660)
Salary Schedules:

1. Salary increases are as set out in Section 2 – 2.1 Salaries of this Agreement.
2. Salaries as at July 2005 are shown in Column 1.
3. Increases that are **guaranteed** under 2.1 Salaries are shown in Columns 2, 4 and 6.
4. Increases that are subject to or follow from Higher Education Workplace Relations Workplace Reform Requirements (HEWRRs) (see 2.1.3.1) are shown in Columns 3, 5, 8 and 9.
5. Increases that are subject to conditional operating profit (surplus) requirements (see 2.1.3.2) are shown in Columns 7 and 9.

### Part A Academic Staff Salary Rates

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<td>$42,202</td>
<td>$43,573</td>
</tr>
<tr>
<td>HEW 5 INCREMENT 1</td>
<td>$41,348</td>
<td>$42,692</td>
<td>$43,415</td>
<td>$44,826</td>
</tr>
<tr>
<td>HEW 5 INCREMENT 2</td>
<td>$42,529</td>
<td>$43,911</td>
<td>$44,655</td>
<td>$46,107</td>
</tr>
<tr>
<td>HEW 5 INCREMENT 3</td>
<td>$43,711</td>
<td>$45,132</td>
<td>$45,897</td>
<td>$47,388</td>
</tr>
<tr>
<td>HEW 5 INCREMENT 4</td>
<td>$44,903</td>
<td>$46,362</td>
<td>$47,148</td>
<td>$48,680</td>
</tr>
<tr>
<td>HEW 5 INCREMENT 5</td>
<td>$46,085</td>
<td>$47,583</td>
<td>$48,389</td>
<td>$49,962</td>
</tr>
<tr>
<td>HEW 6 INCREMENT 1</td>
<td>$47,552</td>
<td>$49,097</td>
<td>$49,930</td>
<td>$51,552</td>
</tr>
<tr>
<td>HEW 6 INCREMENT 2</td>
<td>$48,734</td>
<td>$50,318</td>
<td>$51,171</td>
<td>$52,834</td>
</tr>
<tr>
<td>HEW 6 INCREMENT 3</td>
<td>$49,917</td>
<td>$51,539</td>
<td>$52,413</td>
<td>$54,116</td>
</tr>
<tr>
<td>HEW 6 INCREMENT 4</td>
<td>$51,100</td>
<td>$52,761</td>
<td>$53,655</td>
<td>$55,399</td>
</tr>
<tr>
<td>HEW 7 INCREMENT 1</td>
<td>$52,599</td>
<td>$54,308</td>
<td>$55,229</td>
<td>$57,024</td>
</tr>
<tr>
<td>HEW 7 INCREMENT 2</td>
<td>$54,043</td>
<td>$56,799</td>
<td>$56,745</td>
<td>$58,589</td>
</tr>
<tr>
<td>HEW 7 INCREMENT 3</td>
<td>$55,486</td>
<td>$57,289</td>
<td>$58,260</td>
<td>$60,154</td>
</tr>
<tr>
<td>HEW 7 INCREMENT 4</td>
<td>$56,929</td>
<td>$58,779</td>
<td>$59,775</td>
<td>$61,718</td>
</tr>
<tr>
<td>HEW 8 INCREMENT 1</td>
<td>$58,661</td>
<td>$60,567</td>
<td>$61,594</td>
<td>$63,596</td>
</tr>
<tr>
<td>HEW 8 INCREMENT 2</td>
<td>$60,970</td>
<td>$62,952</td>
<td>$64,019</td>
<td>$66,099</td>
</tr>
<tr>
<td>HEW 8 INCREMENT 3</td>
<td>$63,273</td>
<td>$65,329</td>
<td>$66,437</td>
<td>$68,596</td>
</tr>
<tr>
<td>HEW 8 INCREMENT 4</td>
<td>$65,584</td>
<td>$67,715</td>
<td>$68,863</td>
<td>$71,101</td>
</tr>
<tr>
<td>HEW 9 INCREMENT 1</td>
<td>$68,037</td>
<td>$70,248</td>
<td>$71,439</td>
<td>$73,761</td>
</tr>
<tr>
<td>HEW 9 INCREMENT 2</td>
<td>$70,338</td>
<td>$72,624</td>
<td>$73,855</td>
<td>$76,255</td>
</tr>
<tr>
<td>HEW 9 INCREMENT 3</td>
<td>$72,648</td>
<td>$75,009</td>
<td>$76,280</td>
<td>$78,760</td>
</tr>
</tbody>
</table>
CASUAL ACADEMIC SALARY RATES

Casual academic salary rates will be adjusted at the same time and rate as those applying to full-time academic staff (see Schedule 1 of this Agreement). 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. If a staff member holds a doctoral qualification the appropriate rate shall apply. These rates are to be calculated using the following formulae. An example for 2006 is shown hereunder. Subsequent years will be covered in administrative schedules issued as appropriate during the life of the Agreement.

<table>
<thead>
<tr>
<th>Category of Activity</th>
<th>Formula for hourly rate</th>
<th>Reference point</th>
<th>Current</th>
<th>2006 Guaranteed 01-Jul-06</th>
<th>2006 HEWRRS 01-Jul-06</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturing and higher marking</td>
<td>( \left[ \frac{(n/52)/37.5}{100} \right] + 23% )</td>
<td>Level B, Step 2</td>
<td>$37.28</td>
<td>$39.46</td>
<td>$40.12</td>
</tr>
<tr>
<td>Subject Co-ordination or PhD</td>
<td>( \left[ \frac{(n/52)/37.5}{100} \right] + 23% )</td>
<td>Level A, Step 6</td>
<td>$31.80</td>
<td>$33.65</td>
<td>$34.22</td>
</tr>
<tr>
<td>All other rates</td>
<td>( \left[ \frac{(n/52)/37.5}{100} \right] + 23% )</td>
<td>Level A, Step 2</td>
<td>$26.59</td>
<td>$28.14</td>
<td>$28.62</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category of Activity</th>
<th>Type</th>
<th>Formula</th>
<th>Current</th>
<th>2006 Guaranteed</th>
<th>2006 HEWRRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturing</td>
<td>Basic</td>
<td>Base x 3</td>
<td>3.0</td>
<td>$111.84</td>
<td>$118.37</td>
</tr>
<tr>
<td>Developed</td>
<td>Base x 4</td>
<td>4.0</td>
<td>$149.12</td>
<td>$157.82</td>
<td>$160.50</td>
</tr>
<tr>
<td>Specialised</td>
<td>Base x 5</td>
<td>5.0</td>
<td>$186.41</td>
<td>$197.28</td>
<td>$200.62</td>
</tr>
<tr>
<td>Repeat</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$74.56</td>
<td>$78.91</td>
<td>$80.25</td>
</tr>
<tr>
<td>Tutoring</td>
<td>Normal rate</td>
<td>Base x 3</td>
<td>3.0</td>
<td>$79.77</td>
<td>$84.42</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 3</td>
<td>3.0</td>
<td>$95.40</td>
<td>$100.96</td>
<td>$102.67</td>
</tr>
<tr>
<td>Repeat</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$53.18</td>
<td>$56.28</td>
<td>$57.24</td>
</tr>
<tr>
<td>Co-ord/PhD repeat</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$63.60</td>
<td>$67.31</td>
<td>$68.45</td>
</tr>
<tr>
<td>Musical Accompanying + SES</td>
<td>Standard rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$53.18</td>
<td>$56.28</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$63.60</td>
<td>$67.31</td>
<td>$68.45</td>
</tr>
<tr>
<td>Clinical Nurse Education</td>
<td>Little prep</td>
<td>Base x 1.5</td>
<td>1.5</td>
<td>$39.89</td>
<td>$42.21</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1.5</td>
<td>1.5</td>
<td>$47.70</td>
<td>$50.48</td>
<td>$51.34</td>
</tr>
<tr>
<td>Normal</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$53.18</td>
<td>$56.28</td>
<td>$57.24</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>$63.60</td>
<td>$67.31</td>
<td>$68.45</td>
</tr>
<tr>
<td>Marking</td>
<td>Standard</td>
<td>Base x 1</td>
<td>1.0</td>
<td>$26.59</td>
<td>$28.14</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1</td>
<td>1.0</td>
<td>$31.80</td>
<td>$33.65</td>
<td>$34.22</td>
</tr>
<tr>
<td>Significant</td>
<td>Base x 1</td>
<td>1.0</td>
<td>$37.28</td>
<td>$39.46</td>
<td>$40.12</td>
</tr>
<tr>
<td>Other Required Activity</td>
<td>Normal rate</td>
<td>Base</td>
<td>$26.59</td>
<td>$28.14</td>
<td>$28.62</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base</td>
<td></td>
<td>$31.80</td>
<td>$33.65</td>
<td>$34.22</td>
</tr>
</tbody>
</table>

For the purposes of the following, the term ‘contemporaneous’ shall be taken to mean that the work arises out of the activity for which payment has already been made and occurs within 7 days of the class or other activity having taken place.

The minimum salaries paid to 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: \( \left[ \frac{(n/52)/37.5}{100} \right] + 23\% \)
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: 

\[ \left( \frac{n}{52} \right) \div 37.5 \times 1.23 \]

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: 

\[ \left( \frac{n}{52} \right) \div 37.5 \times 1.23 \]

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, reasonably contemporaneous marking 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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic lecture (1 hour of delivery and 2 hours associated working time)</td>
<td></td>
</tr>
<tr>
<td>Developed lecture (1 hour of delivery and 3 hours associated working time)</td>
<td></td>
</tr>
<tr>
<td>Specialised lecture (1 hour of delivery and 4 hours associated working time)</td>
<td></td>
</tr>
<tr>
<td>Repeat lecture (1 hour of delivery and 1 hour associated working time)</td>
<td></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 and student consultation reasonably contemporaneous with it.

For the purposes of this Agreement, the term “lecture” means any education delivery described as a lecture in a 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, reasonably contemporaneous marking 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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (1 hour of delivery and 2 hours associated working time)</td>
<td></td>
</tr>
<tr>
<td>Repeat tutorial (1 hour of delivery and 1 hour associated working time)</td>
<td></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 and student consultation reasonably contemporaneous with it.

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:
Musical accompanying with special educational service, and associated working time assumed

Musical accompanying (1 hour of delivery and 1 hour preparation time)

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, reasonably contemporaneous marking 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 as required.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
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 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

Year 12: completion of Year 12 of secondary school.

Trade certificate: completion of an apprenticeship, normally of four years duration, or equivalent recognition.

Post-trade certificate: a course of study over and above a trade certificate and less than an advanced certificate.

Advanced certificate: a two year part time post-Year 12 or post-trade certificate course, or a four year part time course for those who have completed Year 10 only of secondary school.

Certificate: a two year full time or four year part time course, without a Year 12 prerequisite.

Associate diploma: a two year full time or four year part time course with a Year 12 prerequisite.

Degree: a recognised degree from a tertiary 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: 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
- equivalent relevant experience or combination of relevant experience and education/training.

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,
- 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.

In professional positions,
- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

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
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.
Working Arrangements Tables

The following tables are to be used in relation to Section 5 – Working Arrangements of this Agreement.

Table 1  Shiftwork

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hourly 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></td>
</tr>
</tbody>
</table>

Appropriate overtime rates and meal allowance (if an unpaid meal break is taken in accordance with the conditions set out in 5.3.3)

Table 2  Overtime – General Staff

<table>
<thead>
<tr>
<th>Overtime Type</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>In excess of any of the limits in subclause 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</td>
<td>250%</td>
</tr>
<tr>
<td>In excess of 35 hours for part-time, fractional or casual staff</td>
<td></td>
</tr>
<tr>
<td>In the above cases if overtime is directed</td>
<td></td>
</tr>
<tr>
<td>For staff members recalled to duty</td>
<td>Minimum 3 hour payment of</td>
</tr>
<tr>
<td>- Monday to 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>Where there is not a minimum of 10 hours rest relief off duty prior to returning to duty until released from duty</td>
<td>200%</td>
</tr>
</tbody>
</table>

Or in the case of overtime which is directed, time in lieu at the request of the employee

Table 3  On-Call Arrangements – General Staff

<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>
Employment Matters Tables

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

**Table 1  Provision of Notice for fixed-term staff**

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

**Table 2  Severance Pay for eligible staff employed after the certification of this Agreement for a period of 3 years or more**

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

**Table 3  Severance Pay for eligible staff employed after the certification of this Agreement for a period less than 3 years**

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

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

### Table 5  Separation at the initiative of the university

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Academic Staff</th>
<th>General Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 month</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year and up to the completion of 3 years</td>
<td>2 months</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years and up to the completion of 5 years</td>
<td>4 months</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>6 months</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Over 45 years of age</td>
<td>Plus 2 additional weeks to the above</td>
<td>Plus 1 additional week to the above</td>
</tr>
</tbody>
</table>

### Tables 6a and 6b.  Notice of Termination in relation to redundancy – Aged and Service Based

#### a) Age-based notice period

<table>
<thead>
<tr>
<th>Age of staff member at time of giving notice</th>
<th>Relevant notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 years of age or older</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40 to 44 years of age</td>
<td>20 weeks</td>
</tr>
<tr>
<td>Less than 40 years of age</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

#### b) Service-based notice period

<table>
<thead>
<tr>
<th>Completed years of continuous service at time of giving notice</th>
<th>Relevant notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to 10 years of service</td>
<td>3 weeks for every year</td>
</tr>
<tr>
<td>More than 10 years of service</td>
<td>30 weeks plus 2 weeks for every year in excess of 10 years</td>
</tr>
</tbody>
</table>
Table 7  Severance Pay in relation to redundancy

<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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>7</td>
<td>8.75</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>13</td>
<td>16.25</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>18.75</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>17</td>
<td>21.25</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>19</td>
<td>23.75</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>21</td>
<td>26.25</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>23</td>
<td>28.75</td>
<td></td>
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<tr>
<td>10</td>
<td>31.25</td>
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<tr>
<td>11</td>
<td>33.75</td>
<td>33.75</td>
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<tr>
<td>12</td>
<td>36.25</td>
<td>36.25</td>
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<td>13</td>
<td>38.75</td>
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<td>14</td>
<td>41.25</td>
<td>41.25</td>
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<tr>
<td>15</td>
<td>43.75</td>
<td>43.75</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>46.25</td>
<td>46.25</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>48.75</td>
<td>48.75</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>51.25</td>
<td>51.25</td>
<td></td>
</tr>
<tr>
<td>19 or more</td>
<td>52.18</td>
<td>52.18</td>
<td></td>
</tr>
</tbody>
</table>

Table 8  Notice Periods in relation to misconduct

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