



**UNIVERSITY OF TASMANIA**

**ACADEMIC STAFF AGREEMENT**

**2005 - 2008**

**[AS CERTIFIED BY THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION  
ON 16 NOVEMBER 2005]**

<p><b>PART A</b></p> <p><b>ADMINISTRATIVE ARRANGEMENTS</b></p>
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**1. TITLE**

This Agreement shall be known as the “**University of Tasmania Academic Staff Agreement 2005 - 2008**”.

**2. ARRANGEMENT**

<b>SUBJECT MATTER</b>	<b>CLAUSE NO.</b>	<b>PAGE NO.</b>
<b>ADMINISTRATIVE ARRANGEMENTS</b>	<b>PART A</b>	<b>1</b>
Access to personal file	46	49
Allowances	13	17
Annual leave	33	36
Arrangement	2	1
Australian Workplace Agreements	8	6
Awards and agreements superseded	7	6
Bereavement leave	38	45
Carer’s leave	37	44
Casual employment	21	25
Classification and salary structure	9	7
<b>CLASSIFICATIONS AND PAYMENTS</b>	<b>PART B</b>	<b>7</b>
Compensation for loss or damage to personal property	43	47
Consultation with staff	6	6
Contract of employment	23	26
Conversion of fixed-term employment to tenured employment	19	23
Definitions	5	3
<b>EMPLOYMENT ARRANGEMENTS</b>	<b>PART C</b>	<b>20</b>
Employment of Aboriginal and Torres Strait Islander Staff	22	26
Fixed-term employment	18	21
Human Resources Manual	45	48
Incremental progression	10	14
<b>LEAVE PROVISIONS</b>	<b>PART D</b>	<b>36</b>
Long service leave	34	37

Managing change in the workplace	27	28
Method of payment	15	18
<b>MISCELLANEOUS</b>	<b>PART E</b>	<b>47</b>
Modes of employment & employment flexibility	17	20
Notice of resignation	28	29
Operation of Agreement	4	3
Other leave	40	46
Parental leave	35	40
Performance management	26	28
Probation	20	24
Problem-solving, grievance and dispute settling procedure	32	34
Protective clothing and equipment	42	47
Recoveries of moneys owed by employees	16	18
Residential pastoral care staff	41	47
Salary sacrifice options	11	15
Scope of Agreement and parties bound	3	2
Sick leave	36	41
Special leave with and without pay	39	45
Staff access to this Agreement	47	49
Staff development	25	28
Summer session teaching	12	16
Superannuation	14	17
Termination of employment and disciplinary action	29	30
Termination on the basis of ill-health	30	32
Termination on the basis of redundancy	31	33
Title	1	1
Workloads	24	27
Workplace relations training leave	44	48

### 3. SCOPE OF AGREEMENT AND PARTIES BOUND

**3.1** This Agreement applies to all academic staff employed by the University of Tasmania.

**3.2** This Agreement is binding upon:

- (i) the University,
- (ii) all academic staff covered by this Agreement, and
- (iii) the NTEU.

## 4. OPERATION OF AGREEMENT

- 4.1 This Agreement will operate from the date of its certification until 30 June 2008 inclusive, and no extra claims shall be made by the parties to the Agreement during this time.
- 4.2 The Agreement will thereafter continue in operation in accordance with the Workplace Relations Act 1996 until replaced by a subsequent certified agreement or cancelled in accordance with the Act.

## 5. DEFINITIONS

<b>Casual employee</b>	means an employee employed on a casual basis to perform duties outlined in Clause 9.4.
<b>Consultation</b>	means discussion that does not include the need to reach agreement.
<b>Dean</b>	means the executive head of a Faculty.
<b>Demonstration</b>	means a session whose primary purpose is the demonstration of skills and supervision of students in practising those skills. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference).
<b>Disciplinary sanction</b>	means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct, including: (i) Formal censure or counselling; (ii) Demotion by one or more classification levels or increments; (iii) Withholding of an increment; (iv) Suspension with or without pay; (v) Termination of employment (which is not available in the case of misconduct that falls short of serious misconduct).
<b>Dispute Resolution Committee</b>	means the committee constituted for the purpose of Clause 32.5, comprising 2 members nominated by the Vice-Chancellor and the 2 elected employee members of the Joint Consultative Committee.
<b>Employee</b>	means an academic staff member to whom this Agreement applies.
<b>Faculty</b>	means the largest academic organisational unit within the University and normally comprises a cluster of academic Schools.
<b>Faculty Academic Performance Committee</b>	means the faculty-based committee of this name chaired by the Dean of the Faculty and which also comprises other senior academic staff of the Faculty.

<b>Fixed-term employee</b>	means an employee employed on a contract that has an expiry date or that is due to conclude on the completion of a specific task or project.
<b>Head of School</b>	means the head of an academic School or other academic organisational unit of the University.
<b>Human Resources</b>	means the Human Resources section of the University.
<b>Human Resources Manual</b>	means the University's Human Resources Administrative Manual. This Manual sits outside, and does not form part, of this Agreement.
<b>Lecture</b>	means a real time (i.e synchronous) activity whose primary purpose is the presentation and structuring of information, ideas, skills (or body of knowledge and/or skills) to a class to facilitate student learning. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference).
<b>Misconduct</b>	means conduct which is not serious misconduct but which is nonetheless conduct that is unsatisfactory and that warrants a disciplinary sanction short of termination of employment.
<b>NTEU</b>	means the National Tertiary Education Industry Union.
<b>Non-superannuable loading</b>	means a salary loading upon which no superannuation is paid.
<b>Operating Funds</b>	means the DEST Operating Grant and/or student course fee income and/or other discretionary sundry income.
<b>Part-time employee</b>	means an employee who is engaged to work at any fraction of full-time which is less than 100 per cent.
<b>Parties</b>	means the parties to this Agreement referred to in Clause 3.2.
<b>Partner</b>	means a person with whom the employee is in a personal relationship as defined by the Relationships Act 2003 (Tas), being a non-marital relationship between two adult persons:  (i) who have a relationship as a couple, and who are not related by family; or  (ii) whether or not related by family, where one or each of whom provides the other with domestic support and personal care.
<b>Primary care-giver</b>	means a person who assumes the principal role of providing care and attention to a child.
<b>Salary</b>	means the monetary amount provided in the salary columns of Clause 9 for the classification of the substantive position occupied by an employee. "Salary" for the purposes of calculating termination payments for untaken annual leave, untaken long service leave or other termination entitlements, does not include non-superannuable loadings.

<b>Serious misconduct</b>	includes: (i) Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties. (ii) Serious dereliction of the duties required of the academic office. (iii) Conviction by a court of an offence which constitutes a serious impediment of the kind referred to in (i).
<b>SETL</b>	means Student Evaluation of Teaching and Learning.
<b>Summer session</b>	means the period prior to the first main teaching term of a year that involves the teaching of units equivalent to units taught in the main teaching terms, but does not encompass the teaching of bridging or enabling courses.
<b>Supervisor</b>	means the employee's supervisor for all purposes including performance management. This will normally be the employee's Head of School or Deputy Head of School.
<b>Termination and disciplinary procedures</b>	means the Academic Staff Termination of Employment and Disciplinary Action Procedures contained in the Human Resources Manual.
<b>Tutorial</b>	Tutorial means a structured activity whose primary purpose is the clarification, exploration, reinforcement of subject content presented or accessed at another time or place (e.g. lecture, set reading). It is reliant on student-teacher and student-student interaction and dialogue for achievement of its learning outcomes. The activity can occur in either real (synchronous) time, face-to-face or mediated by technology, or be asynchronous (online).
<b>University</b>	means the University of Tasmania.
<b>Vice-Chancellor</b>	means the Vice-Chancellor and Principal of the University (and includes an Acting Vice-Chancellor and a person nominated by the Vice-Chancellor to perform a particular function of the Vice-Chancellor under this Agreement).
<b>Workshop</b>	A workshop means a structured activity that involves a mix of presentation of new information/ideas/skills by the facilitator and teacher guided activities related to that information/ideas/skills. The activity may be face-to-face to a class or mediated by real time/synchronous technology (e.g. video-conference, audio-conference).
<b>Written, in writing</b>	means communication in hard copy form and includes facsimile and email, which is capable of being printed as hard copy.

## **6. CONSULTATION WITH STAFF**

- 6.1** The University will consult with all employees covered by this Agreement as is appropriate in relation to each matter at hand. Consultation will also occur through the Joint Consultative Committee established by this clause and through other University committee mechanisms as appropriate.
- 6.2** Members of the Joint Consultative Committee will assist in the effective operation of this Agreement by performing functions that are assigned to the Committee or members of the Committee by the Agreement.
- 6.3** The Joint Consultative Committee comprises up to four members of University management, two employee members directly elected by academic staff, and two representatives of the NTEU.

## **7. AWARDS AND AGREEMENTS SUPERSEDED**

- 7.1** This Agreement is a closed and comprehensive Agreement in that it supersedes and prevails over all awards and collective agreements (whether certified or not) insofar as they would otherwise apply to academic staff covered by this Agreement.
- 7.2** The Human Resources Manual contains policies and procedures that apply to employees covered by this Agreement. This Agreement will prevail to the extent of any inconsistency between this Agreement and the Human Resources Manual.

## **8. AUSTRALIAN WORKPLACE AGREEMENTS (“AWAs”)**

- 8.1** The University may enter into AWAs with its employees. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of this Agreement to the extent of any inconsistency, as specified in each AWA.
- 8.2** At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement, and the University will provide employees with access to this Agreement.
- 8.3** At the time of offering an AWA, the University will advise the employee or prospective employee of their right to appoint a Bargaining Agent and will allow the employee or prospective employee at least 14 or 5 days respectively to consider the AWA as required.

<p><b>PART B</b></p> <p><b>CLASSIFICATIONS &amp; PAYMENTS</b></p>
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**9. CLASSIFICATION AND SALARY STRUCTURE**

**9.1 SALARIES**

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

	Salary from 1-Jul-04	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
Classification and Incremental Step	\$	\$	\$	\$	\$

**LEVEL A**

<b>Step One</b>	41,289	43,147	45,089	47,118	49,238
<b>Step Two</b>	43,509	45,467	47,513	49,651	51,885
<b>Step Three</b>	45,728	47,786	49,936	52,183	54,531
<b>Step Four</b>	47,948	50,106	52,361	54,717	57,179
<b>Step Five</b>	49,749	51,988	54,327	56,772	59,327
<b>Step Six</b>	51,554	53,874	56,298	58,831	61,478
<b>Step Seven</b>	53,357	55,758	58,267	60,889	63,629
<b>Step Eight</b>	55,160	57,642	60,236	62,947	65,780

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

**LEVEL B**

<b>Step One</b>	57,935	60,542	63,266	66,113	69,088
<b>Step Two</b>	60,019	62,720	65,542	68,491	71,573
<b>Step Three</b>	62,095	64,889	67,809	70,860	74,049
<b>Step Four</b>	64,179	67,067	70,085	73,239	76,535
<b>Step Five</b>	66,256	69,238	72,354	75,610	79,012
<b>Step Six</b>	68,311	71,385	74,597	77,954	81,462

	Salary from 1-Jul-04	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	4.5%	4.5%	4.5%	4.5%	4.5%
Classification and Incremental Step	\$	\$	\$	\$	\$

### LEVEL C

Step One	70,396	73,564	76,874	80,333	83,948
Step Two	72,449	75,709	79,116	82,676	86,396
Step Three	74,501	77,854	81,357	85,018	88,844
Step Four	76,557	80,002	83,602	87,364	91,295
Step Five	78,608	82,145	85,842	89,705	93,742
Step Six	80,663	84,293	88,086	92,050	96,192

### LEVEL D

Step One	84,085	87,869	91,823	95,955	100,273
Step Two	86,819	90,726	94,809	99,075	103,533
Step Three	89,558	93,588	97,799	102,200	106,799
Step Four	92,295	96,448	100,788	105,323	110,063

### LEVEL E

Single Step	107,355	112,186	117,234	122,510	128,023
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## 9.2 CLINICAL LOADINGS

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

PAYABLE FROM	PRE-CLINICAL MEDICAL DISCIPLINE	PARA-CLINICAL MEDICAL DISCIPLINE	FULL CLINICAL MEDICAL DISCIPLINE WITH RESPONSIBILITY FOR PATIENT CARE
	\$ per annum	\$ per annum	\$ per annum
1 July 2005	9,763	13,017	19,525
1 July 2006	10,202	13,603	20,404
1 July 2007	10,661	14,215	21,322
30 June 2008	11,141	14,854	22,281

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

### 9.3 TEACHING FELLOWSHIPS

- 9.3.1** A graduate student of the University may be appointed as a part-time Teaching Fellow whilst the student is enrolled as a research higher degree student at the University.
- 9.3.2** Given the student's study requirements, the part-time Teaching Fellowship will not normally be more than a 50% part-time appointment.
- 9.3.3** A Teaching Fellow will be responsible to the Head of School or nominee and may be asked to perform duties that include:
- (a) laboratory instruction and demonstrating;
  - (b) giving tutorials and lectures;
  - (c) teaching as a member of a teaching team or group;
  - (d) assisting in field trips;
  - (e) assignment and exam marking; and
  - (f) being available for student consultation.
- 9.3.4** A Teaching Fellow, during the period of his/her appointment, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic or other senior academic in such developmental areas as:
- (a) general approach to teaching;
  - (b) discipline specific approach to teaching; and
  - (c) evaluation and improvement of teaching method.
- 9.3.5** As well as performing the required designated duties, a Teaching Fellow will be expected to pursue diligently the research higher degree for which he/she is enrolled.
- 9.3.6** A Teaching Fellow will be paid an annual salary at the applicable fraction of full time, derived from the following full-time scale:
- |                   |                |
|-------------------|----------------|
| Year 1            | Level A step 1 |
| Year 2            | Level A step 2 |
| Year 3 and beyond | Level A step 3 |
- 9.3.7** Incremental progression from Year 1 to Year 2, and from Year 2 to Year 3, will occur on 1 March in the relevant year unless work performance has been less than satisfactory or the Teaching Fellowship has been running for less than 9 months by that date. Teaching Fellows shall participate in the University's Performance Management system, and decisions about progression shall be made by the Head of School based upon the outcomes of the Performance Management cycle for the preceding year.

## 9.4 CASUAL RATES

The casual rates set out in this clause are inclusive of a loading in lieu of annual leave, sick leave and public holiday entitlements. This loading increased from 20 per cent to 23 per cent from 1 July 2005.

### 9.4.1 Casual lecturing

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

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
<b>A BASIC LECTURE</b> which will generally consist of 1 hour of delivery and 2 hours of associated working time	\$109.34	\$117.12	\$122.39	\$127.90	\$133.66
<b>B DEVELOPED LECTURE</b> which will generally consist of 1 hour of delivery and 3 hours of associated working time	\$145.78	\$156.15	\$163.18	\$170.52	\$178.19
<b>C SPECIALISED LECTURE</b> which will generally consist of 1 hour of delivery and 4 hours of associated working time	\$182.23	\$195.19	\$203.97	\$213.15	\$222.74
<b>D REPEAT LECTURE</b> which will generally consist of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it	\$72.90	\$78.09	\$81.60	\$85.27	\$89.11

## 9.4.2 Casual tutoring

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

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
E TUTORIAL which will generally consist of one (1) hour of delivery and two (2) hours of associated working time	\$79.25	\$84.89	\$88.71	\$92.70	\$96.87
F REPEAT TUTORIAL which will generally consist of one (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it	\$52.84	\$56.60	\$59.15	\$61.81	\$64.59
G TUTORIAL which will generally consist of one (1) hour of delivery and two (2) hours of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification	\$93.92	\$100.60	\$105.13	\$109.86	\$114.80
H REPEAT TUTORIAL which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days	\$62.62	\$67.07	\$70.09	\$73.24	\$76.54

### 9.4.3 Music accompanying

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

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
J Music ACCOMPANYING which will generally consist of one (1) hour of delivery and one (1) hour of associated working time	\$52.84	\$56.60	\$59.15	\$61.81	\$64.59
K Music ACCOMPANYING which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification	\$62.62	\$67.07	\$70.09	\$73.24	\$76.54

### 9.4.4 Undergraduate clinical nurse education

A casual employee required to provide undergraduate clinical nurse education 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 clinical nurse education delivered according to the table below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
L NORMAL PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one (1) hour of associated working time	\$52.84	\$56.60	\$59.15	\$61.81	\$64.59
M LITTLE PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time	\$39.63	\$42.45	\$44.36	\$46.36	\$48.45

N	NORMAL PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification	\$62.62	\$67.07	\$70.09	\$73.24	\$76.54
O	LITTLE PREPARATION REQUIRED which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification	\$46.96	\$50.30	\$52.56	\$54.93	\$57.40

#### 9.4.5 Casual marking

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
P MARKING AS A SUPERVISING EXAMINER or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B	\$36.45	\$39.04	\$40.80	\$42.64	\$44.56
Q STANDARD MARKING	\$26.43	\$28.31	\$29.58	\$30.91	\$32.30
R STANDARD MARKING, in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification	\$31.30	\$33.53	\$35.04	\$36.62	\$38.27

#### 9.4.6 Other required academic activities

DESCRIPTION	RATE OF PAYMENT FROM 1 JULY 2004	RATE OF PAYMENT FROM 1 JULY 2005	RATE OF PAYMENT FROM 1 JULY 2006	RATE OF PAYMENT FROM 1 JULY 2007	RATE OF PAYMENT FROM 30 JUNE 2008
S OTHER REQUIRED ACADEMIC ACTIVITIES includes all other work that is required to be performed by the employee, being work in the nature of, but not limited to: <ul style="list-style-type: none"> <li>• the conduct of practical classes, demonstrations, workshops, student field excursions;</li> <li>• the conduct of clinical sessions other than clinical nurse education;</li> </ul>	\$26.43	\$28.31	\$29.58	\$30.91	\$32.30

<ul style="list-style-type: none"> <li>• the conduct of performance or visual art studio sessions;</li> <li>• musical coaching, repititeurship, musical accompanying other than with special educational service;</li> <li>• development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;</li> <li>• consultation with students;</li> <li>• supervision;</li> <li>• attendance at school and/or faculty meetings as required; and</li> <li>• attendance at required staff development activities.</li> </ul>					
<b>T</b> Other required academic activities as for <b>S</b> above, in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification	\$31.30	\$33.53	\$35.04	\$36.62	\$38.27

## 9.5 PRACTICE TEACHING SUPERVISION

**9.5.1** School teachers employed by the University for the supervision of practice teaching (including the making of written evaluations and assessments) shall be paid at the following rates:

- (i) Supervision in secondary schools in one method - \$12.45 per student per day.
- (ii) Supervision in secondary schools in two methods and supervision in primary schools - \$21.20 per student per day.

**9.5.2** Student teachers employed by the University for the co-ordination of practice teaching shall be paid \$1.30 per student per day up to a maximum amount of \$13.00 per day.

## 10. INCREMENTAL PROGRESSION

**10.1** Except where otherwise specifically determined by this Agreement, an employee holding a position classified under Clause 9.1 who has been in receipt of a salary less than the maximum salary prescribed for that level shall, unless work performance has been less than satisfactory, be entitled to receive each annual increment prescribed for such level until the maximum salary is reached.

- 10.2** All employees shall have an increment date of 1 March. Progression from one incremental point to the next will not occur however where the employee has been on the initial incremental step for less than six months.
- 10.3** Incremental progression shall be awarded on the basis that the employee's overall work performance during the period in question has been satisfactory, and will not normally be denied unless either:
- (i) the matters of concern leading the University to conclude that performance has been less than satisfactory have been previously canvassed with the employee and an opportunity provided, if appropriate, for the employee to remedy these matters of concern; or
  - (ii) the employee has been/will be on leave without pay for greater than half of the incremental progression year.
- 10.4** Decisions on the non-awarding of an increment should normally be made by the Head of School when completing the employee's performance management review for the previous year.

## **11. SALARY SACRIFICE OPTIONS**

- 11.1** An employee may agree with the University to receive a salary lower than that to which he or she is entitled under Clause 9 of this Agreement, in exchange for University payment of:
- (i) where permitted by the superannuation fund concerned, an employer superannuation contribution in lieu of an employee superannuation contribution;
  - (ii) additional voluntary superannuation contributions;
  - (iii) fees for child care at on-site facilities operated by the University;
  - (iv) University parking fees;
  - (v) membership fees at one of the University's Sport and Recreation Centres;
  - (vi) Qantas Club memberships;
  - (vii) laptop computers; and/or
  - (viii) any other items formally offered by the University to employees whilst this Agreement is in operation.
- 11.2** In each case, the amount of reduction in salary payable will be equal to the University payments identified in Clause 11.1, together with any tax payable upon such payment being made to the benefit of the employee.
- 11.3** Notwithstanding a reduction in salary in accordance with Clause 11.1, all entitlements under this Agreement based on the salary of the employee (including superannuation entitlements) shall be calculated on the salary to which the employee is entitled under Clause 9 of this Agreement.

## 12. SUMMER SESSION TEACHING

- 12.1** The Summer Session preceding first main teaching term shall normally be of six weeks duration. The University will provide appropriate resourcing of the Summer Session, including library and information technology services.
- 12.2** Full-time and part-time employees will be invited to participate in Summer Session teaching activities as necessary.
- 12.3** Where an employee undertakes Summer Session teaching, he/she will normally be granted teaching release and/or release from other duties during the ensuing academic year. Such release shall be recorded in a written agreement with the Head of School, endorsed by the Dean, indicating the amount and nature of release to be granted.
- 12.4** Where an employee is not an existing full-time or part-time employee (or where the Head of School agrees to provide payment to an existing full-time or part-time employee instead of release from other duties), the employee shall be remunerated in accordance with the following table in respect of those duties:

PAYABLE FROM	BASE RATE PER STANDARD 12.5% UNIT TAUGHT ON A FULL TIME BASIS	ADDITIONAL RATE PER EXTRA STUDENT PER UNIT WHERE CLASS SIZE EXCEEDS TWENTY (MEASURED AT THE END OF WEEK ONE)
1 July 2005	\$5,393	\$209
1 July 2006	\$5,636	\$218
1 July 2007	\$5,890	\$228
30 June 2008	\$6,155	\$238

The above level of remuneration is inclusive of all preparation, delivery, student counselling and advice, assessment, marking and associated duties.

- 12.5** Because the Summer Session represents intensive endeavour, employees teaching Summer Session units must make themselves available to assist students on a commensurately more frequent basis than is expected during the main teaching terms.
- 12.6** The University reserves the right to cancel a unit offered in a Summer Session where enrolment falls below twelve students measured on the first day of the session. Where a unit is cancelled, the employee shall be entitled to a payment as compensation for all preparatory work undertaken as follows:

PAYABLE FROM	RATE OF PAYMENT WHERE UNIT IS CANCELLED
1 July 2005	\$664
1 July 2006	\$694
1 July 2007	\$725
30 June 2008	\$758

### 13. ALLOWANCES

The University shall, in its Human Resources Manual, provide allowances for:

- reimbursement of travel expenditure
- kilometreage allowance
- camp allowance
- availability allowance
- designated first aid officer allowance
- sea going/victualling allowance

### 14. SUPERANNUATION

#### 14.1 Superannuation instruments

Except for employees who were members of the Retirement Benefit Fund (RBF) prior to joining the University and who remain in that scheme, all employees covered by this Agreement are required to be members of the UniSuper Superannuation Scheme.

#### 14.2 UniSuper plans

UniSuper has three superannuation plans, being:

- the Accumulation Super (1) Plan;
- the Defined Benefit Division and the alternative Accumulation Super (2) Plan.

#### 14.3 UniSuper contribution levels

Subject to Clause 14.5, superannuation contributions to the Defined Benefit Division or the alternative Accumulation Super (2) Plan shall be maintained as follows:

- (i) An employer contribution equal to 17 per cent of the employee's salary, provided that as required by the Superannuation Industry (Supervision) Regulations 1994 the employee is less than 75 years of age; and

- (ii) An employee contribution equal to 7 per cent of salary. As required by the SIS Act and Regulations, employee contributions can only be made until the employee reaches age 75.

#### **14.4 Choice of Fund legislation**

Contributions made by the University in accordance with Clause 14.3 constitute contributions for the purposes of section 32C (6) of the Superannuation Guarantee (Administration) Act 1992. Except as provided for in Clause 14.1, the UniSuper Superannuation Scheme is therefore the only superannuation scheme applicable to employees covered by this Agreement.

#### **14.5 Superannuation flexibility**

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

- (i) receive a 14 per cent employer superannuation contribution and a 3 per cent non-superannuable salary loading instead of a 17 percent employer contribution;
- (ii) receive a non-superannuable salary loading in lieu of part or all of that portion of the employer contribution to the Defined Benefit Division or Accumulation Super (2) Plan which exceeds the amount which is payable by the University in accordance with the Superannuation Guarantee Act; and/or
- (iii) make a Defined Benefit Division or Accumulation Super (2) Plan employee contribution of less than 7 per cent of salary, or no employee contribution at all.

### **15. METHOD OF PAYMENT**

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

### **16. RECOVERIES OF MONEYS OWED BY EMPLOYEES**

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

- (i) Relocation expenditure incurred on behalf of an employee and which the University is entitled to recover due to the employee terminating his or her employment without completing the requisite period specified in the offer of appointment;
- (ii) Payment of leave in advance;
- (iii) Payment of salary or allowances to which the employee is not entitled;
- (iv) Payment of other expenditure to the benefit of the employee to which the employee is not entitled.

- 16.2** Before commencing to make a salary deduction, the University will:
- (i) provide to the employee written details of the moneys owing and the reasons; then
  - (ii) make a reasonable attempt, through the Pay Office, to reach agreement with the employee on a suitable method of repayment; and
  - (iii) provide to the employee written details of the repayment arrangements.

<p style="text-align: center;"><b>PART C</b></p> <p style="text-align: center;"><b>EMPLOYMENT ARRANGEMENTS</b></p>
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**17. MODES OF EMPLOYMENT & EMPLOYMENT FLEXIBILITY**

- 17.1** Employees may be employed on a tenured, fixed-term, casual or other basis.
- 17.2** Each offer of appointment to a new employee shall outline the nature of the appointment and the main conditions of employment that shall apply.
- 17.3** Full-time employees shall receive annual salaries as provided for in Clause 9 of this Agreement.
- 17.4** Part-time employees shall receive the relevant fraction of a full-time salary and the relevant fraction of the leave entitlements (Part D of this Agreement) provided by this Agreement. Part-time employment may be expressed as a fraction of a normal working week or as a fraction of any twelve month period, including a rolling twelve month period, in circumstances where the job role does not require work over the full year.
- 17.5** By agreement with the University, an employee employed part-time may:
- (a) be employed part-time such that the employment fraction is a rolling twelve month average of any mixture of full time service, part time service (which may include a mixture of different service fractions) and periods during which no service is required. Fixed-term employment may be offered on the same basis, for either the whole or a portion of the fixed term employment; and
  - (b) receive salary on the basis of the average service fraction that is projected for the relevant twelve months, or other period, of the appointment.
- 17.6** The University also provides a range of employment flexibility measures designed to endeavour to meet both its own needs and the needs of employees. The measures are contained within this Agreement and also in the Human Resources Manual. They include secondments, exchanges, job sharing, and conversion from full-time to part-time and back, and change of employment fraction.

## 18. FIXED-TERM EMPLOYMENT

**18.1** Where a fixed-term appointment:

- (a) is a research-only appointment;
- (b) involves a contract for a specific task or project which has a contract expiry date or which is due to conclude on the completion of that specific task or project;
- (c) is principally funded by the University's Operating Funds and involves work that requires recent professional practical or commercial experience;  
or
- (d) is principally funded by the University's Operating Funds and involves the teach-out of a course offering that is being discontinued from a future date,

the offer of appointment shall specify this to be the case.

**18.2** Where a fixed-term appointment involves a period of probation, this probationary period shall also be specified in the offer of appointment.

**18.3** Subject to Clause 18.5, severance pay is applicable upon termination of employment on contract expiry in respect of all periods of fixed-term employment of a type specified in Clause 18.1.

**18.4** Notwithstanding Clause 18.3, the University may withhold a severance payment for up to four weeks after contract expiry where the employee is advised that it is possible that they will be re-employed on a fixed-term or tenured or tenurable basis within the six week period from termination. The severance payment will not be payable if the employee is so re-employed by the University.

**18.5** Notwithstanding Clause 18.3, severance pay is not applicable upon termination of employment on contract expiry:

- (a) where a contract extension is offered but not accepted by the employee;  
or
- (b) of a first fixed-term contract with the University where the position is thereafter discontinued.

**18.6** In relation to the termination of research-only fixed-term appointments, severance pay, where applicable, shall be calculated by reference to the employee's length of service with the University in accordance with the following Table A:

PERIOD OF ELIGIBLE SERVICE	SEVERANCE PAY
1 year or more but less than 2 years	4 weeks pay
2 years or more but less than 3 years	6 weeks pay
3 years or more but less than 4 years	7 weeks pay
4 years or more	8 weeks pay

**18.7** In relation to the termination of fixed-term appointments (other than research-only appointments) specified in Clause 18.1, severance pay, where applicable, shall be calculated by reference to the employee's length of service with the University in accordance with the following Table B:

<b>PERIOD OF ELIGIBLE SERVICE</b>	<b>SEVERANCE PAY</b>
2 years or more but less than 3 years	4 weeks pay
3 years or more but less than 4 years	6 weeks pay
4 years or more but less than 5 years	7 weeks pay
5 years or more but less than 6 years	8 weeks pay
6 years or more but less than 7 years	10 weeks pay
7 years or more but less than 8 years	12 weeks pay
8 years or more but less than 9 years	14 weeks pay
9 years or more but less than 10 years	16 weeks pay
10 years or more	12 weeks pay

**18.8** For the purposes of severance pay calculations, eligible service shall be calculated on the basis of the employee's average service fraction over their period of fixed-term employment.

The period(s) of eligible service shall, however, exclude:

- (i) prior fixed-term employment where there has been a subsequent break in employment of more than 6 weeks; and
- (ii) periods of leave without pay of more than 20 working days.

**18.9** Except in the case of a pre-retirement contract or a replacement appointment to cover someone on authorised leave or temporarily seconded away from his/her usual work area, the University shall provide fixed-term employees with written notice of the University's intention to renew, or not to renew, their employment upon their contract expiry. The period of notice to be provided shall be calculated by reference to the employee's length of service with the University in accordance with the following scale:

<b>PERIOD OF ELIGIBLE SERVICE</b>	<b>NOTICE PERIOD</b>
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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

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

**18.11** A fixed-term contract may be foreshortened by the University on account of operational needs or on account of serious misconduct or unsatisfactory performance (in accordance with the Termination and Disciplinary Procedures), or under the terms of probation. Where a fixed-term contract is foreshortened on account of operational needs, the employee shall be entitled to a redundancy payment. Such payment shall be calculated on the same basis as the notice period for tenured employees outlined in Clause 31 of this Agreement, provided that this amount shall not exceed the salary that would have been payable if the employee continued employment to the expiry date of the fixed-term contract.

## **19. CONVERSION OF FIXED-TERM EMPLOYMENT TO TENURED EMPLOYMENT**

**19.1** Where an employee has been continuously employed on a fixed-term basis over a period of at least six years (including periods of substantial casual employment as defined in Clause 19.4), and the employee has obtained one or more of those fixed-term appointments through an external competitive merit selection process, the employee will be eligible to apply for conversion to a tenured appointment. A probationary period may be applied in accordance with the Probationary Procedures contained in the Human Resources Manual. A probationary period shall not normally be required where the employee has been satisfactorily performing a job role which is the same or substantially similar to that to which they are being converted.

**19.2** Applications for conversion will be considered on their merits and shall have regard to the employee's work performance and the operational needs of the University.

**19.3** Factors at the time of application that would ordinarily lead to an application being unsuccessful include but are not limited to the following:

- the employee's appointment is principally funded from a source other than the University's Operating Funds
- the employee holds an appointment for a specific task or project, is employed to cover a temporary vacancy or to cover someone absent on leave, is employed off-shore, or is employed on a pre-retirement contract
- the employee holds a senior appointment at the level of Dean or above.

**19.4** For the purposes of Clause 19.1, substantial casual employment means where an employee is engaged for one main teaching term or greater period to conduct lectures, tutorials or demonstrations for 60 per cent or more of the normal teaching contact hours expected of a full-time employee of similar designation in that academic discipline at the University.

**19.5** Notwithstanding any of the above, it shall also be open to a Head of School to recommend converting a fixed-term appointment held by an employee into a tenured appointment on the basis of outstanding performance by that employee. The procedures governing such conversions are contained in the Human Resources Manual.

## **20. PROBATION**

### **20.1 Use of probation**

A period of probation may be applied to any tenured or fixed-term appointment. A tenured appointment that is subject to a period of probation is known as a tenurable appointment during the period of probation.

### **20.2 Tenurable appointments**

**20.2.1** For tenurable appointments, the probationary period shall normally be of not more than 3.5 years duration. A period of shorter duration may be imposed (or no probationary period imposed at all), however, on account of the employee's prior service with the University, academic standing and reputation, record of performance, qualifications and/or experience.

**20.2.2** The employee's Head of School shall compile formal confidential written reports on the employee's progress during the probationary period. Each report will be completed after consultation with the employee and senior members of the school.

**20.2.3** The Faculty Academic Performance Committee (FAPC) shall meet within three months of the completion of the final report. In the event that a recommendation of the Head of School is against confirmation of the appointment, or if after deliberation the FAPC finds itself disinclined to support confirmation of the appointment, the FAPC shall invite the Head of School and the employee to appear together before it. Each may be accompanied, if they so choose, by a representative of their choice (other than a practising barrister or solicitor). The FAPC shall then make a recommendation to the Vice-Chancellor as to whether or not the appointment should be confirmed or whether the period of probation should be extended in accordance with its terms.

**20.2.4** Where the FAPC does not recommend confirmation of the appointment, the employee shall be so notified in writing and shall be entitled to request a review of the recommendation by the Performance Management Review Committee (PMRC) on the grounds of procedural error or the denial of natural justice.

**20.2.5** Where concerns are brought by the employee's Head of School to the attention of the FAPC during the course of the probationary period that may warrant termination of the probationary appointment (on or before the expiry of the probationary period and with or without notice) on account of serious problems with either performance and/or conduct, the FAPC shall refer such concerns to the PMRC for consideration. The PMRC shall then make a recommendation to the Vice-Chancellor as to whether or not the appointment should be confirmed or whether the period of probation should be extended in accordance with its terms.

**20.2.6** The decision whether or not to confirm a probationary appointment, or to extend such appointment, shall be made by the Vice-Chancellor, who shall have regard to the recommendations of the FAPC and/or PMRC as referred to above. The decision of the Vice-Chancellor shall be final.

### **20.3 Fixed-term appointments**

Where a probationary period is imposed for a fixed-term appointment, the appointment shall not be terminated on or before the expiry of the probationary period without the matter being considered by the Faculty Academic Performance Committee (FAPC), which shall make a recommendation to the Vice-Chancellor as to whether or not the appointment should be confirmed or whether the period of probation should be extended in accordance with its terms. The decision of the Vice-Chancellor shall be final.

### **20.4 Probation procedures**

The procedures that apply to probationary appointments are outlined in detail in the Academic Probation Procedures contained in the Human Resources Manual.

## **21. CASUAL EMPLOYMENT**

### **21.1 Appointment of Casual Employees**

The instruments of appointment of casual employees, the rates for whom are prescribed in Clause 9.4, shall outline the duties required and relevant rates of pay, and specify that any additional duties will be paid for.

### **21.2 Utilisation of Casual Academic Employment**

**21.2.1** The University will conduct a review in June of each year of the utilisation of casual academic employment by each School during the preceding calendar year.

Where this mid-year review shows that a School's equivalent full-time casual employment has increased by more than 5 percentage points compared to the previous calendar year, Human Resources will seek advice from the Head of School for the reasons for such increase and in relation to future casual employment projections.

**21.2.2** The results of each review and the casual employment projections advised by Heads of School will be discussed by the Joint Consultative Committee for the purpose of providing feedback to the University in a timely manner in relation to alternative approaches that the University might decide upon to accommodate workload demands.

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

### **21.3 Superannuation**

Subject to the UniSuper Trust Deed providing to the contrary, casual employees will be required to be members of the UniSuper Accumulation Super (1) Plan and the University will make employer superannuation contributions in accordance with Clause 14.3 of this Agreement.

### **21.4 Recognition of casual service**

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

## **22. EMPLOYMENT OF ABORIGINAL AND TORRES STRAIT ISLANDER STAFF**

The University is committed to seeking to improve employment opportunities for Aboriginal and Torres Strait Islander people, as illustrated in the University's Aboriginal Employment Strategy 2002-2007.

The Aboriginal Employment Strategy provides for a range of tenured, fixed-term and casual employment opportunities, including cadetships, traineeships and a graduate employment program.

## **23. CONTRACT OF EMPLOYMENT**

### **23.1 Recognition of rights**

**23.1.1** The University recognises the rights of its employees to choose to belong or not belong to a union and for its employees to be represented by a representative of their choice as provided by this Agreement.

**23.1.2** The University recognises the rights of all its employees to be consulted by the University on matters that directly affect them in their employment.

**23.1.3** Employees recognise and accept the right of the University to plan, organise, manage and decide upon the operations of the University.

**23.1.4** The University and its employees recognise their joint responsibility to ensure that this Agreement is effective.

## **23.2 Enterprise bargaining**

All employees covered by this Agreement shall be given equal opportunity to participate in future enterprise bargaining processes.

## **23.3 Employment obligations**

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

## **23.4 Payment of salary**

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

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

## **24. WORKLOADS**

**24.1** Each School and/or Faculty will implement its own workload model by no later than the start of the first main teaching term in 2006. Each workload model will be developed and documented after consultation involving all academic staff affected, with such consultation process to occur in a timely manner so as to provide for smooth implementation by the start of that main teaching term.

**24.2** The Guidelines for the Allocation of Academic Workloads contained in the Human Resources Manual will inform the development of workload models.

**24.3** Each model must clearly embody the principles of fairness, equity and transparency in terms of both process and outcome.

**24.4** Academic workload should be considered on a holistic basis which quantifies time to be spent or expected output in the areas of:

- (i) teaching, including honours supervision
- (ii) research, including post-graduate research supervision
- (iii) administration/governance, and
- (iv) community engagement.

**24.5** Workload models should be developed using work hours within the range of 1760 - 1800 hours per year.

- 24.6** Each workload model should include processes to monitor signs of overwork and utilise interim Performance Management reviews for employees recognised as being at risk of overwork.
- 24.7** The use of each workload allocation model will be monitored regularly, and each model will be reviewed at least every two years.
- 24.8** An employee who is dissatisfied with their workload allocation may utilise the problem-solving, grievance and dispute resolution procedure set out in Clause 32 of this Agreement.

## **25. STAFF DEVELOPMENT**

The University will seek to provide training and development to its employees that will assist with improved job role effectiveness and/or career development. Procedures relating to the provision of training and development are found in the Human Resources Manual.

## **26. PERFORMANCE MANAGEMENT**

- 26.1** The University's performance management system is outlined in the Human Resources Manual.
- 26.2** The purpose of performance management is the development of highly performing staff and thereby a highly performing University. Performance management should be approached as a positive and supportive process. This will be achieved by creating an environment in which the potential of employees can be maximised.

## **27. MANAGING CHANGE IN THE WORKPLACE**

### **27.1 General principle**

It is acknowledged that the sound management of workplace change requires the involvement of the people who will be affected by that change.

### **27.2 Initiation of change**

Consideration of issues which may lead to workplace change will be discussed with all employees likely to be affected, as early as possible and prior to a decision being taken to proceed with any change. Such employees will be informed about the process of consultation through which the change proposal will be examined.

### 27.3 Structural re-organisation

Where proposed workplace change involves structural reorganisation of a work unit, the need for change shall be discussed with all employees of that work unit prior to a detailed workplace change proposal being prepared and submitted to staff for feedback as part of the University's decision-making process.

The University will then submit a detailed proposal to all employees directly affected by the proposed changes, and provide an opportunity for further feedback in a timely manner. The detailed proposal will normally include an outline of the existing and proposed organisational structures, the advantages of what is being proposed, the impact on staff, and an outline of the consultation process to be undertaken and timeframe involved.

The Joint Consultative Committee will be informed of the proposed structural reorganisation at the time that this proposed workplace change is discussed with staff of the work unit (prior to a detailed workplace change proposal being prepared and submitted to staff), and members of the Committee may provide feedback to the University as part of the University's decision-making process.

### 27.4 Outsourcing

Where the University proposes to outsource functions currently performed by employees, the need for such outsourcing shall be discussed with all employees whose job-roles would be affected by this outsourcing prior to a decision being made to proceed with the outsourcing. The primary purpose of such discussion is to enable the employees concerned to put forward suggestions in a timely manner in terms of any alternatives to outsourcing that might exist for the University to consider.

## 28. NOTICE OF RESIGNATION

Employees holding an appointment as outlined below shall be required to give the following periods of notice of resignation:

TYPE OF APPOINTMENT	MINIMUM NOTICE PERIOD
(i) Tenured appointments	6 months
(ii) Tenurable appointments	6 months
(iii) Fixed-term appointments of one year or less duration	1 month
(iv) Fixed-term appointments of more than one year but not more than three years duration	3 months
(v) Fixed-term appointments of more than three years duration	6 months

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

## **29. TERMINATION OF EMPLOYMENT AND DISCIPLINARY ACTION**

### **29.1 General provisions**

**29.1.1** Clauses 29, 30 and 31 of this Agreement outline the key elements governing termination of employment and/or disciplinary action relating to misconduct/serious misconduct, unsatisfactory performance, ill-health termination, and redundancy. The full procedures that apply in each case are outlined in detail in the Termination and Disciplinary Procedures contained in the Human Resources Manual.

**29.1.2** In relation to cases of alleged misconduct/serious misconduct and unsatisfactory performance (including under the terms of probation), the TDPs include the availability of consideration by the Performance Management Review Committee (“PMRC”) prior to a final decision being made by the Vice-Chancellor to terminate employment or impose another disciplinary sanction against an employee. The PMRC shall be constituted as follows:

- (i) a Chairperson appointed by the Vice-Chancellor;
- (ii) a nominee of the Vice-Chancellor; and
- (iii) an employee elected by the academic staff of the University.

The Chairperson of the PMRC shall have relevant experience, be independent and command the confidence of management and staff. Whilst the Vice-Chancellor will consult with the elected employee representatives on the Joint Consultative Committee as to whether the proposed Chairperson meets these requirements, the Vice-Chancellor will be ultimately responsible for the selection of an appropriate Chairperson in an expeditious manner.

Should the elected member of the PMRC be unable to participate in the review, such member may be substituted by the staff member with next highest number of votes in the election or the next person in line in the event of their unavailability.

**29.1.3** The PMRC shall:

- (i) provide an opportunity for the employee to be interviewed by it and ensure that he/she has adequate opportunity to answer findings of unsatisfactory performance, or allegations of misconduct or serious misconduct.
- (ii) interview any person it thinks fit to establish the merits or facts of the particular case;
- (iii) allow the employee and the University each to be assisted or represented by an agent of their choice (other than a person who is currently a practising barrister or solicitor);

- (iv) conduct all interviews in the presence of the employee, the University's representative and, where the employee so chooses, a representative as referred to in (iii) above;
- (v) conduct proceedings as expeditiously as possible consistent with the need for fairness;
- (vi) conduct proceedings in camera (unless otherwise agreed by the employee and the University) and as a committee of inquiry;
- (vii) take into account such further material as it believes appropriate to the case;
- (viii) ensure that the parties to the proceedings referred to in (iii) above have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence;
- (ix) make its report available to the Vice-Chancellor and the employee as soon as reasonably possible;
- (x) keep a tape record of the proceedings (but not its own deliberations), which shall be available on request to either party.

**29.1.4** Following the completion of its proceedings, the PMRC shall provide a written report to the Vice-Chancellor, who shall consider the report and make a decision in relation to the matter at hand in accordance with the Termination and Disciplinary Procedures.

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

**29.1.6** The University must not, however, terminate the employment of an employee unless the employee has been given notice and/or compensation as required by the Workplace Relations Act 1996 (or such greater notice and/or compensation as may be specified in the employee's contract of employment or by this Agreement).

## **29.2 Misconduct/Serious Misconduct (other than during probation)**

**29.2.1** Prior to any allegations of misconduct/serious misconduct being referred to the PMRC for investigation, the employee shall be provided with details of the allegations in writing and an opportunity to respond in writing within a reasonable timeframe.

**29.2.2** In appropriate circumstances, an employee may be suspended with or without pay and may be excluded from the University for such period of suspension, provided that the employee shall be reimbursed for any lost income in the event that no misconduct or serious misconduct is established following investigation.

### **29.3 Unsatisfactory performance (other than during probation)**

**29.3.1** Prior to the Vice-Chancellor terminating the employment of an employee or imposing another disciplinary sanction against an employee for unsatisfactory performance, the Vice-Chancellor shall first be satisfied that the employee has been appropriately counselled by his/her supervisor in relation to the performance issues and, where appropriate, been given a reasonable opportunity to remedy those issues.

**29.3.2** Where an employee wishes to contest a decision of the Vice-Chancellor to terminate employment or impose another disciplinary sanction on the basis of unsatisfactory performance, the employee, or their representative (other than a practising barrister or solicitor) if they so choose, may seek a review of the decision by the PMRC on the basis that the process specified by the Termination and Disciplinary Procedures was not properly followed.

### **30. TERMINATION ON THE BASIS OF ILL-HEALTH**

**30.1** The Vice-Chancellor may require any employee whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

**30.2** Prior to a decision being made to terminate the employment of an employee on the basis of ill-health, the University shall:

- (i) provide the employee with not less than 2 months notice of a requirement to undergo a medical examination to assess their capacity to perform their duties;
- (ii) advise the employee of options that may be available to the employee under the employee's superannuation fund for ill-health retirement or a disability benefit;
- (iii) provide the employee with the opportunity to submit a resignation in the event that a medical examination reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period; and
- (iv) provide an opportunity to the employee, or their representative (other than a practising barrister or solicitor) if they so choose, to contest an adverse medical report by a panel of medical practitioners, not including the practitioner who made the initial report. The panel shall, as far as possible, apply the same standards as are used by the employee's superannuation fund in determining qualification for the payment of a disablement pension or other similar benefit.

**30.3** The employee shall provide the University with copies of medical reports obtained for the purposes of this clause.

**30.4** Employment shall not be terminated on the basis of ill-health other than in accordance with the procedures governing ill-health termination contained in the Termination and Disciplinary Procedures.

**30.5** This clause shall not displace or override any workers compensation legislation that may also be applicable.

### **31. TERMINATION ON THE BASIS OF REDUNDANCY**

**31.1** Where an employee holds a tenured position which is (or which will become) surplus to requirements, the University may terminate the employment of the employee on the basis of redundancy. Written notification of such termination shall be provided to the employee by the Vice-Chancellor, with such notification advising of when such termination will take place (i.e. at the conclusion of the relevant notice period specified below).

**31.2** The relevant notice period for an employee who has received notification pursuant to Clause 31.1 will be determined by a combination of two scales, based on age and length of service.

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

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

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

**31.3** An eight week transition period will commence immediately upon written notification of termination being given to the employee pursuant to Clause 31.1. Upon the expiration of fourteen days from the commencement of the transition period, the employee must indicate to the University which of the following options for separation he or she wishes to choose:

- (i) to elect early separation and include the balance of the transition period in his or her redundancy benefits; or
- (ii) to apply to the Vice-Chancellor for a review of the decision to terminate the employee's employment; and/or
- (iii) to seek redeployment within the University.

- 31.4** An employee who elects early separation shall receive a redundancy payment on termination of employment equal to the notice period and the unexpired portion of the eight week transition period. Pro rata long service leave shall also be paid on termination of employment
- 31.5** Where an employee applies for a review of the decision to terminate his/her employment, such application shall be considered by the Redundancy Review Committee (the membership of which shall comprise the members of the Performance Management Review Committee).

The Review Committee shall consider the application in accordance with the Redundancy Procedures contained in the Termination and Disciplinary Procedures. Such procedures enable the employee, or if he/she so chooses, their representative (other than a practising barrister or solicitor) to make relevant submissions to the Committee. After considering the application for review, the Review Committee shall provide a report to the Vice-Chancellor, who shall then make a decision confirming or overturning the original decision that the employee's position is or will become surplus to requirements.

Subject to the operation of any law empowering external review of the Vice-Chancellor's decision to terminate employment, the decision of the Vice-Chancellor, following consideration of the Review Committee report, shall be final.

- 31.6** Where an employee is unsuccessful with a review application or seeks redeployment and is unable to be redeployed to suitable vacant position before the completion of the eight week transition period (or any extension thereof provided by the Vice-Chancellor to further explore redeployment options), the employee's employment will cease unless it is agreed that the employee will work out his/her notice period. Upon such termination at the end of the transition period the employee will receive a redundancy payment equal to the notice period referred to in Clause 31.2 and payment for pro rata long service leave. Such redundancy payment shall not, however, exceed the salary that would be payable if the employee continued employment to the expiry date of a fixed-term contract.
- 31.7** All payments on termination under this clause shall be calculated on the employee's salary (including superannuable loadings) at the date of cessation of employment.

## **32. PROBLEM-SOLVING, GRIEVANCE AND DISPUTE SETTLING PROCEDURE**

- 32.1** The parties are committed to having workplace problems, grievances and disputes resolved as quickly as reasonably possible and as close as possible to their point of origin.

- 32.2** Issues of concern to individual employees, whether relating to matters contained in this Agreement or otherwise, should be raised by employees with their direct supervisor at the earliest opportunity (including where an action/inaction being complained about involves the supervisor).
- 32.3** Should an issue remain unresolved following discussion under Clause 32.2, or where there is a legitimate reason why the issue cannot be appropriately raised with the direct supervisor in the first instance, the employee(s) may refer the issue to their Head of School (or Dean if the supervisor is the Head of School) for consideration and resolution, and be discussed for this purpose by the three people together. If the supervisor reports to another person instead of directly to the Head of School, the Head may also involve that other person in such discussion(s). The Head of School should ordinarily convene a meeting to discuss the issue within 7 days of the referral.
- 32.4** For the purposes of discussions held under Clauses 32.2 or 32.3, the employee if he/she so chooses may be accompanied or assisted by another person (other than a practising barrister or solicitor). Similarly, line management may be accompanied or assisted by a representative of Human Resources.
- 32.5** A party to a dispute regarding the application of a provision of this Agreement (other than an issue which should instead be the subject of the procedure outlined above), or their representative (other than a practising barrister or solicitor) if they so choose, may refer the issue to a Dispute Resolution Committee which shall meet within 7 days of the referral. The Committee shall provide a report to the Vice-Chancellor within a further 7 days outlining suggestions that may aid in the resolution of the dispute. The Vice-Chancellor shall then make a decision in relation to the matters in dispute.
- 32.6** Where an issue remains unresolved after Clause 32.3 has been followed, or where a party to a dispute is dissatisfied with the Vice-Chancellor's decision under Clause 32.5, and the issue involves a dispute over the application of this Agreement, the disaffected party to the dispute, or their representative if they so choose, may, within 7 days of advice of an adverse outcome, refer the dispute to the Australian Industrial Relations Commission for settlement by conciliation and/or arbitration in accordance with section 170LW of the Workplace Relations Act 1996. By agreement of the parties to the dispute, the dispute over the application of this Agreement may be alternatively referred to an independent arbitrator appointed by the University where this course of action is likely to expedite resolution of the dispute.
- 32.7** Whilst the above procedure is being followed, every attempt shall be made to avoid any disruption to the University's normal business operations and work processes.

**PART D**

**LEAVE PROVISIONS**

**33. ANNUAL LEAVE**

**33.1 Entitlement**

- 33.1.1** Annual leave shall accrue at the rate of 4 weeks leave for each completed year of continuous service.
- 33.1.2** All accrued leave shall be deemed to have been taken by the first day of first main teaching term each year, unless prior written approval has been obtained from the Head of School to carry forward a period of leave to a specified and agreed date. Such written approval shall be forwarded to Human Resources. Only in exceptional circumstances shall approval be given to carry over in excess of 4 weeks' leave.

**33.2 Taking of leave**

- 33.2.1** An employee wishing to proceed on leave shall obtain the approval of the Head of School before the commencement of the leave. Leave forms are not required by Human Resources.
- 33.2.2** Leave shall normally be taken between main teaching terms. Prior written approval must be obtained from the Head of School in order to take leave during main teaching terms.
- 33.2.3** Prepayment will only be approved in exceptional circumstances such as where employees are travelling overseas, on compassionate grounds or in the case of hardship.
- 33.2.4** In exceptional circumstances, the Head of School may cancel the leave of an employee, or recall the person from leave. If the employee is likely to suffer pecuniary loss as a result, he or she shall advise the Head of School. Should the Head of School still wish to cancel the leave or recall the employee, the employee shall be entitled to be paid for reasonable losses incurred.
- 33.2.5** All accrued annual leave shall normally be required to be taken prior to termination of employment.

### **33.3 Payment for untaken leave on termination of employment**

An employee shall be entitled to receive payment for all untaken annual leave where leave has not been able to be taken in accordance with Clause 33.2.5.

### **33.4 Sick leave or carer's leave whilst on annual leave**

Sick leave or carer's leave may be approved for a period of time whilst the employee is on approved annual leave when the employee produces supporting medical evidence. The period approved as sick leave or carer's leave will be re-credited to the employee's annual leave balance. The period of annual leave already approved will not be automatically extended (unless the extension falls wholly between the main teaching terms) and the employee will need to apply for any such extension to the period of leave.

## **34. LONG SERVICE LEAVE**

### **34.1 Entitlement to long service leave**

An entitlement to paid long service leave arises after the completion of 10 years continuous service with the University or other service recognised under Clause 34.8, with eligibility accruing at the rate of 6.5 working days leave for each completed year of service.

For the purposes of this clause, "continuous service" includes breaks of employment (including casual employment), the break between which is not more than 4 months duration.

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

### **34.2 Application to take long service leave**

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

### **34.3 Taking of long service leave**

**34.3.1** Long service leave is to be taken at time(s) convenient to both the employee and the needs of the School and may be taken in one period or more than one period.

**34.3.2** A Head of School may direct an employee to reduce their long service leave balance to 65 or more working days by the giving of reasonable notice. Before giving such a direction, however, the Head of School shall meet with the employee to discuss the employee's preferences as to the time of taking such leave.

**34.3.3** Any disputes in relation to the reasonableness of a direction under Clause 34.3.2 shall be considered under the problem-solving, grievance and dispute settling procedure outlined in Clause 32 of this Agreement. In resolving such a grievance, regard shall be had, inter alia, to previous applications for long service leave and the reasons for rejection of any such applications.

#### **34.4 Long service leave entitlement upon termination of employment**

**34.4.1** Subject to Clause 34.4.2, where employment is terminated by either the University or the employee after an entitlement to long service leave has arisen, the employee shall be entitled to payment in lieu of long service leave not taken.

**34.4.2** Where the University terminates the employment for serious and wilful misconduct, the employee shall only be entitled to payment in lieu of long service leave not taken where the employee has completed 15 years continuous service with the University.

**34.4.3** An employee who has completed between 7 and 10 years continuous service with the University shall be entitled to a payment on termination of employment equal to the employee's accrued eligibility for long service leave where the termination of employment is due to the employee:

- (i) dying;
- (ii) being permitted or required to resign on account of sickness;
- (iii) resigning on account of domestic or other pressing necessity; or
- (iv) having his/her employment terminated by the University other than for serious or wilful misconduct.

#### **34.5 Long service leave on half pay**

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

### **34.6 Long service leave on double pay**

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

Each application will be considered on its merits by the Head of School in consultation with the Dean. Approval will be subject to the convenience of the School.

For the purposes of this clause, “double pay” means payment of a non-superannuable allowance equal to, and in addition to, normal salary payable whilst on long service leave. Accordingly, superannuation contributions are not payable on the additional payment.

### **34.7 Payout of excess long service leave**

An employee may apply to his/her Head of School/Section to exercise an option to receive a lump-sum salary payment in lieu of part or all of his/her long service leave balance. Superannuation contributions are not payable on the lump-sum payment.

### **34.8 Recognition of service with another employer**

**34.8.1** For employees who commenced employment with the University prior to 1 July 1998:

the University will apply the provisions of the now-repealed State Employees (Long Service Leave) Act 1950 in terms of recognising service with another employer as counting as service for long service leave purposes.

**34.8.2** For employees who commence(d) employment with the University on or after 1 July 1998:

Prior continuous service with one or more Australian university or college of advanced education will be recognised in full for the purpose of setting a start date for the accrual of long service leave. The accrued long service leave balance on commencement of employment shall, however, be confined to the immediate past employer (including continuous prior Australian university or college of advanced education service recognised by that employer) and shall (i) be limited to 45.5 days leave, and (ii) not include any accrued leave which has been taken or paid out by a previous employer, or for which the employee was entitled to a payout on termination of employment.

Examples of the operation of this provision are contained in the Human Resources Manual.

### **34.9 Sick leave or carer's leave whilst on long service leave**

Sick leave or carer's leave may be approved for a period of time whilst the employee is on approved long service leave where the employee produces supporting medical evidence. The period approved as sick leave or carer's leave will be re-credited to the employee's long service leave balance. The period of leave already approved will not be automatically extended (unless the extension falls wholly between the main teaching terms) and the employee will need to apply for any such extension to the period of leave.

## **35. PARENTAL LEAVE**

### **35.1 Maternity and paternity leave**

In addition to making available unpaid parental leave to employees, the University provides, in the case of continuing and fixed-term employees who commenced employment with the University at least 12 months prior to the estimated date of birth, that part or all of the period of maternity or paternity leave to be taken as paid leave, as follows:

#### **(i) Maternity leave**

- (a) 14 weeks paid maternity leave that shall be paid at the usual employment fraction of the employee (i.e. the rate of payment will not be varied due to any temporary changes in the employee's service fraction that result from the employee's pregnancy).
- (b) In addition to the initial 14 weeks paid maternity leave, employees shall be entitled to an additional 12 weeks maternity leave, paid at the usual employment fraction of the employee, which shall be paid on the basis of a commitment by the employee to return to work for a period of 52 weeks following the period of maternity leave taken. This amount shall be repayable on a pro rata basis in the event that the employee resigns her employment with effect prior to the end of such 52 week period other than on account of illness or domestic or other pressing necessity (which is over and above expected domestic care responsibilities).

#### **(ii) Paternity leave**

up to 5 days paid leave. This paid component is restricted to the period through one week before the expected date and 5 weeks after the birth of the child.

### **35.2 Adoption leave**

In addition to making available unpaid adoption leave to employees, the University provides for part or all of the period of adoption leave to be taken as paid leave for tenured or tenurable and fixed-term employees in the process of adopting, provided:

- (i) the child will be under the age of 5 years at the date of placement;
- (ii) the child is not a child or step-child of the employee or the employee's spouse or partner;
- (iii) the child will not have been living with the employee for a continuous period of 6 months or more at the date of placement; and
- (iv) the employee must have commenced employment with the University at least 12 months prior to the date when the leave is to commence.

The paid leave shall be as follows:

- (i) **Where the employee is the primary care-giver of the child**  
6 weeks paid leave.
- (ii) **Where the employee is not the primary care-giver of the child**  
up to 5 days paid leave. This paid component is restricted to the period through one week before the date of placement of the adopted child and 5 weeks after the placement.

## 36. SICK LEAVE

### 36.1 Eligibility for sick leave

Sick leave shall be provided to tenured or tenurable and fixed-term employees who are absent from work because of genuine personal illness or injury, excluding periods where Workers' Compensation is payable.

### 36.2 Entitlements: Tenured or tenurable appointments

Employees holding tenured or tenurable appointments shall be entitled to sick leave from the commencement of employment for a 3 year period, and for each 3 year period thereafter, in accordance with the following scale:

<b>CATEGORY A: LESS THAN 3 YEARS SERVICE</b>	
<b>22 working days</b>	<b>full salary</b>
<b>44 working days</b>	<b>half salary</b>
<b>132 working days</b>	<b>without salary</b>

<b>CATEGORY B: 3 YEARS SERVICE BUT NOT MORE THAN 6 YEARS SERVICE</b>	
<b>44 working days</b>	<b>full salary</b>
<b>66 working days</b>	<b>half salary</b>
<b>132 working days</b>	<b>without salary</b>

<b>CATEGORY C: 6 YEARS SERVICE BUT NOT MORE THAN 9 YEARS SERVICE</b>	
<b>66 working days</b>	<b>full salary</b>
<b>66 working days</b>	<b>half salary</b>
<b>132 working days</b>	<b>without salary</b>

<b>CATEGORY D: GREATER THAN 9 YEARS SERVICE</b>	
<b>132 working days</b>	<b>full salary</b>
<b>66 working days</b>	<b>half salary</b>
<b>66 working days</b>	<b>without salary</b>

### **36.3 Explanatory note: Tenured or tenurable appointments**

Employees holding tenured or tenurable appointments shall therefore have the following sick leave entitlements:

<b>FOR THE TRIENNIUM COMMENCING AT THE START OF</b>	<b>ENTITLEMENT FOR THREE-YEAR PERIOD</b>
1st year of employment	Category A
4th year of employment	Category B
7th year of employment	Category C
10th year of employment	Category D
13th year of employment	Category D
Each subsequent three-year period	Category D

The Human Resources Manual also makes provision for additional discretionary sick leave being granted.

### **36.4 Entitlements: Fixed-term employees**

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

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

Fixed-term employees who have been continuously employed on a fixed-term basis for longer than 6 years shall be entitled to sick leave in accordance with the provisions that apply to employees holding tenured or tenurable appointments. Accordingly, at the commencement of the 7th year of continuous fixed-term employment an employee shall have their existing sick leave balance replaced by the entitlement that applies to a Category C employee under Clause 36.2. At the commencement of the 10th year, and at the commencement of each subsequent three-year period, the employee shall have a sick leave entitlement that applies to a Category D employee.

### **36.5 Notification of absence**

Employees shall provide the University with as much prior notice as is practicable of the commencement of sick leave, and advise their supervisor and/or Head of School/Section of the following:

- (i) the estimated length of the absence; and
- (ii) where the University is likely to have to make special arrangements for the rehabilitation or care of the employee upon a return to work, the nature of the illness or injury.

The University may decline to pay sick leave if such notice is not received, or the employee cannot demonstrate reasonable attempts to provide such notice.

### **36.6 Application for sick leave**

An employee seeking sick leave shall forward an appropriately completed and authorised sick leave application form to Human Resources, with medical certification attached.

### **36.7 Requirement for medical certification**

Absences of 3 or more consecutive days must be supported by medical certification. No more than 5 days sick leave without medical certification shall be allowed in any sick leave year (ie. in any 12 month period from date of commencement or the anniversary of date of commencement). This 5 days is inclusive of any carer's leave taken in the same sick leave year for which a medical certificate is not submitted with the leave claim.

### **36.8 Dental and medical appointments**

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

## **37. CARER'S LEAVE**

### **37.1 Eligibility for carer's leave**

Where an employee holding a tenured, tenurable or fixed-term appointment is required to be absent from work to care for a sick or injured spouse or partner or immediate family member (including a child, parent, grandparent, grandchild or sibling) of either the employee or the employee's spouse or partner, and the employee has responsibility for the ongoing care of that person, the employee may access up to 5 days in any sick leave year of their available sick leave entitlements under Clause 36.2 or Clause 36.4 of this Agreement for the period of necessary absence from work. Available sick leave entitlements shall be reduced accordingly.

### **37.2 Accessing other leave entitlements**

Where an employee needs to be absent for more than 5 days in any sick leave year for carer's leave purposes, the employee may apply to access annual leave or long service leave.

### **37.3 Notification of absence**

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

- (i) the estimated length of the absence; and
- (ii) the relationship to the person being cared for.

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

### **37.4 Application for carer's leave**

An employee seeking carer's leave shall forward an appropriately completed and authorised carer's leave application form to Human Resources, with medical certification attached relating to the person being cared for.

### **37.5 Requirement for medical certification**

Medical Certification relating to the person being cared for shall ordinarily be required for an employee to qualify for carer's leave. However, up to 5 days carer's leave may be accessed in any sick leave year upon the production of other evidence of sickness or injury to the person being cared for, satisfactory to the Head of School. This 5 days is inclusive of any sick leave taken in the same sick leave year for which a medical certificate is not submitted with the leave claim. Any absence of three or more consecutive days must be supported by medical certification.

## **38. BEREAVEMENT LEAVE**

- 38.1** In the event of the death of a spouse or partner or near relative of an employee, the Head of School may grant to an employee holding a tenured, tenurable or fixed-term appointment special leave of absence on full pay for a period of up to 3 working days. Additional paid or unpaid leave may be granted in extenuating circumstances, such as for death of a spouse or partner or where an employee needs time off work to organise funeral arrangements.
- 38.2** In granting such leave, the Head of School should not unreasonably refuse to grant any other accrued leave entitlement as sought by the employee to be taken in conjunction with the period of approved bereavement leave.
- 38.3** Proof of such death, in the form of a death notice or other written evidence, may be required by the University.
- 38.4** Bereavement leave may also be approved in substitution for annual leave or long service leave already approved. The period approved as bereavement leave will be re-credited to the employee's annual leave or long service leave balance. The period of annual leave or long service leave already approved will therefore not be automatically extended and an employee will need to apply for any such extension to the period of leave.

## **39. SPECIAL LEAVE WITH AND WITHOUT PAY**

### **39.1 Special leave with pay**

A Head of School may, in special circumstances, grant an employee holding a tenured, tenurable or fixed-term appointment special leave of absence on full pay not exceeding 5 working days in any one calendar year.

### **39.2 Special leave without pay**

A Head of School may, in special circumstances, grant an employee holding a tenured, tenurable or fixed-term appointment a period of leave without pay under such conditions as considered appropriate. Extended periods of leave without pay will only be granted where exceptional circumstances exist.

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

## **40. OTHER LEAVE**

### **40.1 Jury service**

An employee holding a tenured, tenurable or fixed-term appointment who is required to attend jury service shall, upon presentation of a claim supported by evidence from the court of being called for duty, be granted the necessary paid leave of absence for this purpose.

### **40.2 Defence Reserve training**

**40.2.1** All employees holding a tenured, tenurable or fixed-term appointment who are required to undertake full-time training as part of their service in the Defence Reserve shall be entitled to such necessary leave of absence to fulfil their commitments on full pay for up to 10 working days each calendar year. In order to qualify for this paid leave, a Defence Reservist must provide to the University reasonable advance notice of the training he/she is required to attend.

**40.2.2** Such leave of absence shall be counted as service for all purposes.

**40.2.3** The Human Resources Manual also makes provision for additional discretionary Defence Reserve training leave being granted.

### **40.3 Emergency services leave**

**40.3.1** Leave shall be granted to registered members of the State Emergency Service, Fire Service or other emergency service in times of pressing necessity. "Pressing necessity" includes local emergencies such as bush fire or flood, not necessarily directly affecting the employee or their property.

**40.3.2** Special leave so allowed shall be on full pay subject to the employee producing evidence on their return to University duties that they were engaged in emergency services during the whole of the period of absence.

### **40.4 Study leave eligibility - recognition of prior service**

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

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

<p style="text-align: center;"><b>PART E</b></p> <p style="text-align: center;"><b>MISCELLANEOUS</b></p>
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**41. RESIDENTIAL PASTORAL CARE STAFF**

- 41.1** Parts B (other than Clause 14 - Superannuation), C, and D of this Agreement shall not apply to employees engaged by the University to provide pastoral care to residential students.
- 41.2** Where such employees are provided with accommodation for which they pay rent they will be charged rent equal to the self-catered rate being charged by the University and will be paid a salary equal to this amount.

**42. PROTECTIVE CLOTHING AND EQUIPMENT**

- 42.1** Where an employee works in a situation where protective clothing and equipment is required, the University shall supply and maintain all such clothing and protective equipment.
- 42.2** The University shall be responsible for providing or subsidising any special clothing or equipment (eg. tents, rucksacks, wet suits) needed by employees in the course of carrying out their duties.
- 42.3** The University may require the return of any such University property when the employee's employment ceases.

**43. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

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

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

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

#### **44. WORKPLACE RELATIONS TRAINING LEAVE**

Employees with workplace relations responsibilities, such as members of the Joint Consultative Committee, may be granted up to 5 working days leave to attend workplace relations training without loss of pay, provided that:

- (i) the granting of such leave is subject to the convenience of the work area and will not unduly affect the operation of the work area; and
- (ii) the scope, content and level of the course be such as to contribute to a better understanding of workplace relations.

#### **45. HUMAN RESOURCES MANUAL**

The University will develop, maintain and apply policies and/or procedures to be contained in the Human Resources Manual in relation to:

- (i) Allowances/reimbursements schedule.
- (ii) Conversion to tenure during currency of fixed-term appointment.
- (iii) Employment flexibility.
- (iv) Staff access to personal file.
- (v) Parental leave.
- (vi) Harassment and Discrimination Policy.
- (vii) Termination and Disciplinary Procedures.
- (viii) Compulsory relocation.
- (ix) Quality teaching and SETL results.
- (x) Academic probationary procedures.
- (xi) Guidelines for the Allocation of Academic Workloads.
- (xii) Intellectual Property Policy.

The University will consult with employees generally before making any changes to the above policies and/or procedures.

No changes shall be implemented by the University prior to the conclusion of a consultation period, normally of between 4 and 6 weeks duration, commencing from when employees are notified of the proposed changes.

A meeting of the Joint Consultative Committee shall be convened within 5 working days of a request by a member of the Joint Consultative Committee for such a meeting for the purpose of discussing the proposed changes within the consultation period.

Given that the policies and procedures listed above sit outside and do not form part of this Agreement, any dispute regarding changes to these policies and procedures does not constitute a dispute regarding the application of a provision of this Agreement.

#### **46. ACCESS TO PERSONAL FILE**

Human Resources shall maintain, on behalf of the University, the official confidential personal file for each continuing and fixed-term employee. The procedures relating to the means by which an employee may access his/her personal file are contained in the Human Resources Manual.

#### **47. STAFF ACCESS TO THIS AGREEMENT**

Employees shall have access to either a hard copy or electronic version of this Agreement and Allowances/reimbursements Schedule, together with other personnel policies and procedures, which shall be maintained by Human Resources.

The electronic version may be accessed from the Human Resources website at the following address:

**<[www.utas.edu.au/hr](http://www.utas.edu.au/hr)>**

Signed for and on behalf of the  
University of Tasmania

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In the presence of

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

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In the presence of

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