



Staff Agreement

2021 – 2025

UNIVERSITY of
TASMANIA 

PART A – ADMINISTRATIVE ARRANGEMENTS

1. TITLE

This Agreement shall be known as the University of Tasmania Staff Agreement 2021 – 2025.

2. ARRANGEMENT

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3. PARTIES

3.1 Coverage generally

This Agreement covers and applies to:

- (a) the University of Tasmania;
- (b) Employees employed by the University of Tasmania, with the exception of:
 - (i) Employees employed as Farm Operatives or Trainee Farm Operatives at the University's research farms; and
 - (ii) Employees appointed to management positions graded higher than the relevant Salary scale contained in the Schedules to this Agreement.
- (c) the NTEU, CPSU and HACSU are Parties to this Agreement.

3.2 Farm Hands

- (a) A Farm Hand is defined as any Employee whose employment would be covered by either the *Horticulture Award 2020* (MA000028) or the *Pastoral Award 2020* (MA000035).
- (b) Only the following clauses of this Agreement apply to Employees engaged as Farm Hands:
 - (i) Part A – Administrative Arrangements;
 - (ii) Part C – Section 5 – Flexibility
 - (iii) Part H - Consultation
 - (iv) Part I – Dispute Resolution; and
 - (v) Clause 40 (Superannuation).
- (c) Other than matters in clause 3.2(b) the terms of the appropriate Award will apply.
- (d) Farm Hands engaged in work in the Pastoral Industry as defined by the *Pastoral Award 2020* (MA000035) will be paid in accordance with that Award.
- (e) Farm Hands engaged in work in the Horticulture Industry as defined by the *Horticulture Award 2020* (MA000028) will be paid in accordance with that Award.

4. OPERATION OF AGREEMENT

- 4.1 This Agreement shall commence seven (7) days after FWC approves the Agreement.

- 4.2 The nominal expiry date of this Agreement is 1 July 2025.
- 4.3 This Agreement will continue in operation after the nominal expiry date until replaced or terminated in accordance with the Act.
- 4.4 The Parties may agree to commence negotiations for a new Agreement three (3) months prior to the date of expiry of this Agreement.

5. DEFINITIONS AND INTERPRETATION

5.1 Definitions

In this Agreement:

Academic Staff Member	means a person employed as an Academic (including Teaching Focused) Employee of the University.
Act	means the <i>Fair Work Act 2009</i> (Cth).
Budget Centre	means a unit within the University's financial management structure that is functionally and financially distinct. University budget centres include Schools, Institutes, Co-operative Research Centres, administrative sections and University Business Enterprises.
Casual Employee	means an Employee employed in accordance with clause 15.4 (Casual Employee).
Chief People Officer, People and Wellbeing (or equivalent position)	means the University's member of senior management who has portfolio responsibility for human resources which, at the time of approval of this Agreement, is known as People and Wellbeing.
Continuing (Contingent Funded) Employment	<p>Employment in this category is a continuing appointment that has contingent funding provided from external sources. Both professional and academic roles may fall within this employment category. Continuing contingent funded employment may be Full-time or Part-time.</p> <p>"Contingent funding" is funding provided from external sources, including, but not limited to, grant funding, and is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.</p>
Continuing Employee	means an Employee, who is employed on an ongoing

	basis without a contract expiry date.
Continuous Shiftworker	means a Shiftworker who undertakes work pursuant to a seven (7) day per week / twenty-four (24) hours per day shift roster and which requires Shiftworkers to rotate or alternate in the working of such shifts.
College	means the largest academic organisational unit within the University and normally comprises several academic schools.
Consultation	means conferring and taking into account views expressed before final decisions are made and includes a bona fide ability to influence the decision maker. It means the full, meaningful and forthright discussion of proposals and consideration of feedback in good faith, prior to finalisation of a change plan.
CPSU	means the Community and Public Sector Union (SPSF Group, Tasmanian Branch).
Commencement Date	means the date that this Agreement commences in accordance with clause 4.1 (Operation of Agreement).
Comparable Alternative Position	<p>As referred to in clause 83 (Redundancy). Means a position:</p> <ul style="list-style-type: none"> (a) of the same classification level as the redundant position; and (b) with duties and responsibilities commensurate with the Employee's skills, competence, and training (or in which the Employee could reasonably be expected to become proficient with no more than six months' training, the majority of which shall normally be taken on the job); and (c) for Academic staff, aligned with their area of Academic expertise / discipline. <p>Such a position will not be regarded as a comparable alternative position:</p> <ul style="list-style-type: none"> (d) if it is based at a location more than fifty (50) kilometres from where the redundant position is based, and the location would reasonably require the Employee to relocate their principal place of residence in order to take up the appointment; or

	(e) where it would be unreasonable, having regard to the employee's personal circumstances, to expect the Employee to travel to the location of the position.
De facto partner	means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).
Demonstration	means a session whose primary purpose is the demonstration of skills and supervision of students practising those skills. The activity may be face-to-face to a class or facilitated by real time/synchronous technology (e.g. video-conference, audio-conference).
Disciplinary action	means action or sanction by the University to discipline an Employee for under-performance, Misconduct or Serious Misconduct.
Disciplinary Review Committee ("DRC")	means the committee established under clause 75 (Disciplinary Review Committee) of this Agreement.
Employee	means a person employed by the University and covered by this Agreement.
ELC	means English Language Centre.
ELC Director	means the Director of Studies at the English Language Centre.
ELC Employee	means Employees employed as ELC Teachers, Managers and the ELC Director.
Employment Fraction	means the percentage of ordinary hours of work of a Part-time Employee compared to the ordinary hours of work of a Full-time Employee, expressed as a percentage.
Executive Dean	means the executive head of a College.
Fixed-term Employee	means an Employee employed on a contract that has an expiry date or that is due to conclude on the completion of a specific task or project.

FTE	means Full Time Equivalent Employee.
Full-time Employee	means an Employee employed in accordance with clause 15.2 (Full-time Employee).
FWC	means the Fair Work Commission.
Head of Budget Centre	means the Head of the Budget Centre where the Employee is employed.
HEO	means Higher Education Officer.
Head of School	means the head of an academic School or equivalent academic organisational unit of the University.
HACSU	means Health and Community Services Union, Tasmania Branch.
Immediate Family	means: <ul style="list-style-type: none"> (a) a Spouse of the Employee (including a former Spouse, a De facto partner and a former De facto partner); or (b) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Spouse or De facto partner of the Employee.
Junior	means an Employee who has not attained twenty (20) years of age.
Lecture	means a real time (i.e. synchronous) activity whose primary purpose is the presentation and structuring of information, ideas, skills (or body of knowledge and/or skills) to a class to facilitate student learning. The activity may be face-to-face to a class or facilitated by real time/ synchronous technology (e.g. video-conference, audio-conference), and includes any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time).
Medical Evidence	Acceptable forms of medical evidence (refer to clause 59 - Notice and Evidence) are medical certificates, statutory declarations or absence from work

	<p>certificates.</p> <p>A medical certificate is certified by a Registered Medical Practitioner and is issued as part of a face-to-face, phone or video consultation.</p> <p>An absence from work certificate is certified by a Health Practitioner, including online medical certificate providers. Where medical evidence is required, an absence from work certificate can be used for absences of up to two (2) consecutive days or, in exceptional circumstances, three (3) consecutive days.</p>
Music Accompanying	means (in relation to clause 35.2(e) the provision of music accompaniment to one (1) or more students or Employees 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.
Misconduct	means conduct which is not Serious Misconduct as defined, but which is nonetheless conduct that is unsatisfactory.
NES	means the National Employment Standards as provided for in the Act.
Non-Continuous Shiftworker	means a Shiftworker who undertakes work pursuant to a two or more shifts per day roster where the roster does not continue twenty-four (24) hours per day and/or seven days a week. A Shiftworker may be required to rotate or alternate in the working of such shifts.
Non-Superannuable loading	means a Salary loading upon for which no superannuation is paid.
NTEU	means the National Tertiary Education Industry Union.
Operating funds	means the Commonwealth Operating Grant and/or student course fee income and/or other discretionary sundry income and excludes capital and external research funding.

Part-time Employee	means an Employee employed in accordance with clause 15.3 (Part-time Employee).
Parties	means the Parties to this Agreement.
Partner	means a person of the opposite or the same sex who lives with the Employee on a bona fide domestic basis irrespective of whether or not they are legally married.
Practice-based	A Teaching Focused practice-based academic who is expected to make a significant contribution to teaching with an emphasis on contemporary practitioner-based activities, currency of skills and expertise and knowledge relevant to a discipline or profession. Practitioners will also be required to contribute to academic leadership, engagement and service activities.
Primary care-giver	means a person who assumes the principal role of providing care and attention to a child.
Professional Employee	means an Employee employed as a Professional Employee.
Research Misconduct	<p>means:</p> <ul style="list-style-type: none"> (a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research; (b) failure to declare or manage a serious conflict of interest; (c) avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment; (d) the wilful concealment or facilitation of research misconduct by others. <p>A complaint or allegation relates to Research Misconduct if it involves both intent and deliberation, recklessness or gross and persistent negligence and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.</p>

Research Misconduct Disciplinary Committee (RMDC)	means the committee established under clause 75 (Research Misconduct Disciplinary Committee) of this Agreement.
Reasonably contemporaneous student consultation	means ad hoc student consultation directly associated with the Lecture, Seminar, Tutorial or clinical nurse education session, and which occurs within seven (7) days of it, but does not include formally scheduled student consultation time approved by a unit coordinator.
Salary	means the monetary amount provided in the salary columns of Schedules 1, 2 or 3 of this Agreement, for the classification of the position occupied by an Employee. "Salary", for the purposes of calculating termination payments for untaken annual leave, untaken long service leave or other termination entitlements, does not include non-superannuable loadings.
Serious misconduct	<p>means (as defined by the Fair Work Regulations 2009):</p> <ul style="list-style-type: none"> (a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment; and (b) conduct that causes serious and imminent risk to: <ul style="list-style-type: none"> (i) the health or safety of a person; or (ii) the reputation, viability or profitability of the employer's business. <p>The Regulations also list the following conduct as being deemed Serious Misconduct:</p> <ul style="list-style-type: none"> (a) the Employee, in the course of the Employee's employment, engages in theft, fraud or assault; (b) the Employee being intoxicated at work; (c) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment. <p>Serious Misconduct includes repeated instances of wilful or deliberate related Misconduct.</p>
Seminar	means a real time (i.e. synchronous) activity the initial purpose of which is the presentation and structuring of information, ideas, skills (or body of knowledge and/or skills) to a class to facilitate student learning.

	<p>The secondary purpose is the clarification, exploration or reinforcement of subject content presented or accessed initially (e.g. Seminar 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 facilitated by technology, and includes any educational delivery described as a Seminar in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time). Seminars are to be delivered to small groups of up to fifty (50) students. In exceptional circumstances, where this group size is exceeded, a report will be made to the CCG.</p>
Shiftworker	<p>means an Employee who is:</p> <ul style="list-style-type: none"> (a) required to work in accordance with a roster cycle, on any of the seven (7) days of the week; and (b) is regularly rostered to work those shifts; and (c) regularly works on Sundays and public holidays.
Spouse	<p>means:</p> <ul style="list-style-type: none"> (a) the person who is in a significant personal relationship with the Employee; a De facto or former spouse or “partner” as defined by the <i>Relationships Act 2003</i> (Tas), including a same-sex partner; and (b) in relation to clause 57.3 (Unpaid parental leave), Spouse includes a De facto partner, but does not include a former spouse, or former De facto partner of the Employee.
Supervisor	<p>means the Employee’s Supervisor for all purposes including performance and career development.</p>
Teaching Focused Employee	<p>means an Employee employed as a University College teacher, VET teacher, Practice-based teacher or other teacher.</p>
TESOL	<p>means ‘Teaching English to Speakers of Other Languages’.</p>
Tutorial	<p>means a structured activity where the primary purpose is the clarification, exploration or reinforcement of subject content presented or accessed at another time or place (e.g. Lecture, set reading). It is reliant on</p>

	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 facilitated by technology, or be asynchronous (online), and includes any educational delivery described as a Tutorial in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time).
Unions	means: <ul style="list-style-type: none"> (a) the NTEU; (b) the CPSU; and (c) the HACSU.
University	means the University of Tasmania, including the University College and institutes such as the Australian Maritime College, the Menzies Institute for Medical Research, and the Institute for Marine and Antarctic Studies.
Vice-Chancellor	means the Vice-Chancellor and President of the University (and includes an Acting Vice-Chancellor and a person nominated by the Vice-Chancellor to perform a particular function of the Vice-Chancellor under this Agreement).
Workshop	means a structured activity that involves a mix of presentation of new information/ideas/skills by the facilitator and teacher-guided activities related to that information/ideas/skills. The activity may be face-to-face to a class or facilitated by real time/synchronous technology (e.g. video- conference, audio-conference) and includes any educational delivery described as a workshop in a course or unit outline, or in an official timetable issued by the University (as may be amended from time to time).
Written, in writing	means communication in hard copy or electronic form (excluding text messages), which is capable of being printed as a hard copy.

5.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to the singular includes the plural and vice versa;
- (c) a reference to a gender includes all genders;
- (d) a reference to any legislation or legislative provision includes subordinate legislation, regulation or statutory instrument made under it and any amendment to or replacement for any of them;
- (e) a reference to a position includes any successor to that position; and
- (f) a reference to a part of the University's organisation structure includes any successor to that part of the organisation structure.

6. AWARDS AND AGREEMENTS SUPERSEDED

- 6.1 This Agreement is a comprehensive Agreement that supersedes and prevails over all awards and industrial agreements (whether certified or not) insofar as they would otherwise apply to Employees covered by this Agreement.
- 6.2 Where the terms of the NES are more generous than the terms of this Agreement, the NES shall prevail.

7. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES

- 7.1 Other than as outlined at clause 7.2 below, University policies, procedures and guidelines do not form part of this Agreement. This Agreement shall prevail to the extent of any inconsistency between a University policy, procedure or guideline and this Agreement.
- 7.2 The University will consult with the Unions and with Employees generally before making any changes to the employment conditions listed below. No changes shall be implemented by the University prior to the conclusion of a reasonable consultation period, normally of between four (4) and six (6) weeks duration, commencing from when the Unions and Employees are notified of the proposed changes. Any dispute in relation to consultation only may be referred to the FWC for resolution by conciliation or arbitration. No changes shall be implemented by the University prior to a dispute being resolved by agreement or by conciliation or arbitration. The employment conditions referred to above are as follows:
 - (a) Academic Promotion Criteria and Procedures;
 - (b) Performance and Career Development Policy and Procedures;
 - (c) Academic Probationary Procedures; and
 - (d) Intellectual Property.

8. EMPLOYEE ACCESS TO THIS AGREEMENT

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

9. EMPLOYEE ACCESS TO EMPLOYEE FILE

- 9.1 People and Wellbeing shall maintain, on behalf of the University, an employee file for each Employee. An Employee may make arrangements to view their employee file with People and Wellbeing.

PART B – GENERAL REQUIREMENTS

10. INTELLECTUAL FREEDOM

- 10.1 The parties to this Agreement recognise that intellectual freedom is both a defining feature of and fundamental to the operation of the University.
- 10.2 The University will maintain a scholarly working environment which upholds free enquiry in the creation, preservation, communication and application of knowledge, and recognition of the moral rights of academic staff including the rights of creators of online teaching and learning materials.
- 10.3 Employees shall have freedom to:
- (a) engage in critical enquiry, intellectual discourse and public controversy within their area of professional expertise; and
 - (b) make comment outside their areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University.
- 10.4 Intellectual freedom does not include the right to harass, intimidate or vilify others (or engage in any other conduct which is unlawful).
- 10.5 The exercise of intellectual freedoms in clause 10.3(a) and clause 10.3(b) will not constitute Misconduct or Serious Misconduct.

11. ABORIGINAL AND/OR TORRES STRAIT ISLANDER PEOPLES

- 11.1 The University maintains a long-term, ongoing commitment to respectful engagement with Aboriginal and/or Torres Strait Islander peoples across all levels of the University. The University acknowledges the enduring unique culture, and the significant historical factors that have impacted, and continue to impact, Aboriginal and/or Torres Strait Islander peoples. The University recognises that decisions about the future shape of Aboriginal education and research are to be made by Aboriginal leaders within the University, and other senior University leaders. Forging partnerships adds strength to the relationship between the University and Aboriginal and/or Torres Strait Islander peoples.
- 11.2 To this end, the University's Strategic Plan for Aboriginal Engagement (the "Strategic Plan", which does not form part of this Agreement) enacts the University's commitment to revitalise and embed its relationship with Aboriginal peoples, their communities, culture and knowledge.

11.3 Aboriginal and/or Torres Strait Islander employment

- (a) The University is committed to increasing the number of Aboriginal and/or Torres Strait Islander peoples employed, as academic and non-academic staff as outlined in the Strategic Plan and supported by the Aboriginal Employment Plan (the “Employment Plan”, which does not form part of this Agreement). Consistent with the Review of Higher Education Access and Outcomes for Aboriginal and Torres Strait Islander People (“the Behrendt Report”), the University will take reasonable steps to reach and maintain targets during the life of this Agreement.
- (b) The University is committed to increasing Aboriginal and/or Torres Strait Islander employment to 3% (approximately ninety (90) Employees) over the life of this Agreement. In doing so the University needs to recruit adequately qualified and competitively appointed professional and academic staff. In some cases these may be 'identified positions'.
- (c) To ensure effective governance and reporting the University will take all reasonable steps to ensure implementation of strategic goals within the Strategic Plan, through the formation of a working group as outlined in the Strategic Plan.
- (d) The University will create a governance process to align the Strategic Plan and the Employment Plan. The working group will share expertise and successful practice and monitor progress on implementing the measures detailed within the Employment Plan. The NTEU will have three (3) representatives on the working group. The working group will predominately be made up of Aboriginal and/or Torres Strait Islanders Employees. To maintain accountability the University working group will design an evaluation tool to review and monitor the successes of the Employment Plan.
- (e) The working group will be established and hold its inaugural meeting by end of March 2023 and will meet quarterly thereafter.
- (f) In aiming to achieve the objectives of the Strategic Plan and the underpinning Employment Plan, the University will consult with the Unions, and report progress on clause 11.3(b) (above) under clause 33.5 (Agreement Reporting).

11.4 Incorporation of Aboriginal and/or Torres Strait Islander cultural duties/load into workload allocations/workplans

- (a) The University acknowledges that Aboriginal and/or Torres Strait Islander Employees have commitments and obligations to maintaining their relationship to Country, their communities and to the broader community. The University acknowledges that Employees engaging in these activities, and cultural activities requested to be undertaken on

behalf of the University, contributes to the University's Strategic Plan and supports Aboriginal and/or Torres Strait Islander Employees to participate in relevant community or board meetings and seminars and undertake other cultural duties as part of their normal responsibilities. Community responsibilities and cultural duties are to be identified in the Employee's individual workload allocation/workplan.

11.5 Provision of cultural services

- (a) The University will allow time and reimbursement of costs (pre-approved) incurred by identified Aboriginal and/or Torres Strait Islander Employees, for undertaking activities in addition to cultural load/duties activities identified in an Employee's workload allocation/workplan. Where appropriate, eligibility confirmation will be sought through the Office of the Pro Vice-Chancellor Aboriginal Leadership.

12. UNION RIGHTS, RESOURCES AND DELEGATES

12.1 Recognition

- (a) 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.
- (b) The parties agree that effective communication and consultation with Employees and their representatives is beneficial and desirable to achieve positive outcomes for Staff and the University's strategic aims.

12.2 Payment of Union dues

At the written request of an Employee, the University will provide for the deduction of Union dues from Salary at a rate or amount advised from time to time as payable under the Union's rules. There will be no charge to the Employee for this service. The Employee or the Union shall be entitled to cancel the arrangement at any time by advice in writing.

12.3 Union delegates rights

- (a) Employees elected or appointed as local Union delegates in accordance with relevant Union rules will, upon notification from the relevant Union to the University, be recognised as the accredited local delegates of the relevant Union.
- (b) The Union delegate will, as far as is reasonable, be allowed the necessary time during working hours to:
 - (i) meet with Union members and/or the University's representatives on matters affecting Employees (including grievances and workplace issues);

- (ii) represent Employees on committees to which they are officially elected or appointed; and
 - (iii) attend meetings of Union bodies in which they have official roles.
- (c) Union delegates shall provide the work area with reasonable advanced notice of any requests for time release so that, where required, coverage can be arranged.
- (d) Union delegates will use their best endeavours to resolve matters without interruption to the effective and efficient operation of the University in accordance with the procedures prescribed by clause 78 (Dispute Resolution Procedure) of this Agreement.
- (e) Employees are able to attend an on-site annual general meeting of their Union during work time without loss of pay, provided that their absence from work does not exceed one (1) hour.
- (f) For the dominant purpose of representing the industrial interests of, or to provide a benefit to its Employees, the University will provide funded time release for the NTEU Tasmanian Division President and Secretary to engage in NTEU activities. This will be in the form of reimbursement to the relevant University Budget Centre(s) to the total value of 50% of the Salary plus relevant on-costs of a Level C Step 7 Academic Staff Member per annum.
- (g) The NTEU will provide reasonable advance notice of the distribution of time release as between the Division President and Division Secretary from time to time.
- (h) The funding is capable of being transferred for the benefit of NTEU office bearers other than Division President and Division Secretary.

PART C – EMPLOYMENT ARRANGEMENTS AND CONDITIONS

PART C – SECTION 1 – EMPLOYMENT ARRANGEMENTS

13. RECRUITMENT AND SELECTION OF EMPLOYEES

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

14. CONTRACT OF EMPLOYMENT

14.1 Employment obligations

To ensure an efficient, smooth operation of the University, all Employees have employment obligations both to the University and their fellow Employees. It is a term and condition of each Employee's employment, and of the rights arising 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.

14.2 Payment of Salary

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

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

15. TYPES OF EMPLOYMENT

15.1 Employment generally

- (a) All Employees shall be employed on either a Full-time, Part-time or casual basis.
- (b) Full-time and Part-time Employees shall be employed on either a continuing or fixed-term basis.
- (c) Each offer of appointment to a new Employee shall specify the nature

of the appointment and the main conditions of employment that shall apply to the employment.

15.2 Full-time Employee

A Full-time Employee is an Employee who receives an annual Salary as provided for in Schedules 1, 2 or 3 of this Agreement, whichever is applicable.

15.3 Part-time Employee

(a) A Part-time Employee means an Employee:

- (i) employed to work less ordinary hours than a Full-time Employee; and
- (ii) who receives Salary and leave entitlements provided by this Agreement in accordance with the Employee's Employment Fraction.

(b) A Part-time Employee's Employment Fraction may be expressed as:

- (i) A fraction of a normal working week; or
- (ii) A fraction of any twelve (12) month period, including a rolling twelve (12) month period, in circumstances where the job role does not require work over the full year.

15.4 Casual Employee

(a) A Casual Employee is:

- (i) engaged by the hour; and
- (ii) paid, in addition to the ordinary hourly rate applicable to the Employee's position, a loading of 25% ('Casual Loading'); and
- (iii) The Casual Loading is paid in lieu of paid leave, public holidays, redundancy and other entitlements normally afforded only to Continuing and Fixed-term Employees under the NES or this Agreement.

15.5 Newly created academic roles for Casual Employees

(a) During the life of this agreement new, ongoing academic roles will be created to deliver a reduction in casual employment and an increased focus upon ongoing employment. For this purpose the FTE numbers set out below will operate in conjunction with the FTE numbers for GTFs set out in clause 17.1(l).

Dates	Number FTE
July 2023	Six (6)

July 2024	Nine (9)
June 2025	Ten (10)
Total	Twenty-five (25)

- (b) Requirements and process steps are as follows:
- (i) Colleges will identify which positions will be created following a review of the work performed primarily by Casual staff.
 - (ii) These positions can be Full-time or Part-time with a minimum fraction of 0.5FTE, and will be Teaching Focused roles.
 - (iii) The positions will first be advertised internally for at least ten (10) business days to existing University Casual staff members, and will be filled via a merit-based process.
 - (iv) Where no internal applicant is suitably qualified for appointment the University may then advertise the position externally.
- (c) The aim is to reduce casual academic employment and create substitute ongoing roles. An Employee who is appointed to one of these roles will perform teaching work that was previously performed by Casual Employees.
- (d) For the purposes of monitoring and reporting progress to the CCG, the reference point for the achievement of these targets is October 2022.
- (e) After two (2) years each Employee engaged under this clause will have a clear career transition review with a view to moving to a balanced teaching and research role, or other role, subject to satisfactory performance and the availability of a suitable position.

16. ANNUALISED HOURS – PART-TIME EMPLOYEES

- 16.1 A Part-time Employee may negotiate with the University to move to an annualised hours arrangement for a period of twelve (12) months, with the Employee receiving reduced fortnightly payments based on their projected average Employment Fraction.
- 16.2 Options for annualised hours include:
- (a) work 100% fraction (or other nominated fraction) for six (6) months, not work for six (6) months;
 - (b) work during semesters at 100% fraction (or other nominated fraction), not work during semester breaks; or
 - (c) work for nine (9) months at 100% fraction (or other nominated fraction), not work for three (3) months.

- 16.3 Where, in any pay period, an annualised hours Employee works in excess of the number of ordinary hours in the fortnight for which they are engaged, the payment for the additional ordinary hours or overtime will be made in the first available pay period following receipt of a valid claim.
- 16.4 Superannuation contributions and leave accruals will be based on the Employee's reduced Employment Fraction, with amendments made as necessary where additional ordinary hours are worked.
- 16.5 In the event that the employment of an annualised hours Employee ceases, or the Employee accepts another position within the University, for whatever reason, a reconciliation of the ordinary hours worked and the payments (however described) paid to the Employee will be undertaken and:
- (a) if the Employee has received a payment in respect of work or hours which have not been worked by the Employee, that payment will be repaid by the Employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the Employee; or
 - (b) if an Employee has performed work for which they have not yet received payment by the University, the University will pay to the Employee such outstanding amount as at the date of termination.

17. FIXED-TERM EMPLOYMENT

17.1 Academic and Professional Employees

- (a) Fixed-term appointments principally funded from the Operating Funds shall be limited to work activity within one or more of the following circumstances:
- (i) An appointment for a specific task or project which has a commencing date and:
 - a. is expected to be completed within an anticipated timeframe, including for up to twelve (12) months where new course offerings or organisation structures are being considered or trialled; or
 - b. in accordance with the University's Graduate Employment and Cadetship Program.
 - (ii) A research-only appointment of up to five (5) years' duration;
 - (iii) A replacement appointment to cover an Employee on authorised leave or temporarily seconded away from their usual work area;
 - (iv) An interim appointment to a vacant position where recruitment action has commenced to fill the position on an ongoing basis;

- (v) An appointment of up to two (2) years' duration as part of a professional or vocational education curriculum;
 - (vi) A pre-retirement contract of up to five (5) years' duration;
 - (vii) An appointment of an undergraduate or post-graduate student not extending beyond the year of completion of study, provided that the offer is not made on condition that the person offered the employment undertakes the studentship. This may include Graduate Teaching Fellowships;
 - (viii) An appointment at Level D or Level E under a career entry recruitment program;
 - (ix) As an apprentice, trainee or a secondee to the University or as a joint appointee to the University and another employer;
 - (x) To any senior position at the level of Executive Dean or higher;
 - (xi) An appointment not covered in the above categories by agreement with the Unions. Agreement shall not be unreasonably withheld.
- (b) The time limits provided in clause 17.1(a)(a)(i) above may be extended once for a period of up to twelve (12) months at the discretion of the Chief People Officer (or nominee) or alternatively for a longer period by agreement with the Unions.
- (c) Each offer of fixed-term employment shall specify the basis for making the appointment in accordance with the categories provided for in clause 17.1(a) above.
- (d) Nothing in this clause (clause 17.1 (Academic and Professional Employees)) prevents a Continuing Employee from:
- (i) accepting temporary fixed-term employment with the University with a right of reversion to their continuing employment thereafter; or
 - (ii) accepting Part-time temporary fixed-term employment in conjunction with an existing continuing employment which becomes Part-time for that period.
- (e) Severance pay, in accordance with clause 17.4 (Severance Payment) is payable at the end of a fixed-term employment when:
- (i) the fixed-term employment is a second or subsequent fixed-term appointment of the type described in clause 17.1(a)(a)(i) or (a)(ii) above, whether or not the appointment is funded from the University's Operating Funds; and
 - (ii) the Employee seeks to continue the employment, but there is no further offer of employment for a reasonably related appointment;

however

- (f) Severance pay is not payable where the Employee's service is not continuous or where a further fixed-term contract or a continuing appointment is offered but not accepted by the Employee and the appointment would not have involved an overall diminution of conditions of employment, including Salary. The University may withhold a severance payment for up to four (4) weeks after contract expiry where the Employee is advised that it is possible that they will be re-employed on a fixed-term or continuing basis within the six (6) week period immediately following contract-expiry and termination of the employment. The severance payment will not be payable if the Employee is re-employed by the University within the six (6) week period.
- (g) For the purpose of clause 17.4 (Severance Payment), 'eligible fixed-term' employment includes:
- (i) prior periods of fixed-term employment where the break between the periods of employment is six (6) weeks or less;
- but excludes:
- (ii) any break between periods of fixed-term employment; and
 - (iii) any period of leave without pay of more than twenty (20) working days.
- (h) The University shall provide Fixed-term Employees, other than Employees specified in clause 17.1(a)(a)(iii) or (a)(vi), with written notice of the University's intention to renew, or not to renew, their employment upon contract expiry. The period of notice to be provided shall be calculated by reference to the Employee's length of service with the University in accordance with the following scale:

Period of Eligible Service	Notice Period
Not more than three (3) years	At least two (2) weeks
More than three (3) years but not more than five (5) years	At least three (3) weeks
More than five (5) years	At least four (4) weeks
An Employee over forty-five (45) years of age with at least two (2) years' eligible service	An additional week's notice

- (i) Where an Employee has been continuously employed on fixed-term contracts for more than four (4) years:
 - (i) the University's Redeployment Policy shall apply as if the Employee were a Continuing Employee; and
 - (ii) the Employee will be considered for redeployment to an alternative position in the event that their current fixed-term contract will not be extended.
- (j) A fixed-term contract of employment may be foreshortened by the University on account of:
 - (i) operational needs;
 - (ii) Serious Misconduct or underperformance of the Employee; or
 - (iii) In accordance with the terms of a probation period.
- (k) Where a fixed-term contract is foreshortened on account of operational needs in accordance with clause 17.1(j)(j)(i) above, the Employee shall be entitled to a severance payment. Such payment shall be equal to the balance of the contract period or the notice period specified in clause 17.1(h), whichever is the lesser, plus the severance payment amount specified in clause 17.4 (Severance Payment). The provisions of clause 83 (Redundancy) do not apply.
- (l) Graduate teaching fellowships
 - (i) A graduate student at the University may be appointed as a Graduate Teaching Fellow (GTF) while the student is enrolled in a Higher Degree by Research (HDR) at the University.
 - (ii) Given the student's study requirements, the Graduate Teaching Fellowships will be Part-time between 20% and 50% Employment Fraction and for the duration of their HDR enrolment.
 - (iii) Graduate Teaching Fellows will be appointed to Teaching Focused roles and will normally undertake teaching and teaching related duties during the main teaching semesters (i.e. Semester one (1) and two (2)) and that development activities will primarily be undertaken outside the main teaching semesters. Service, administration and engagement activities will occur throughout the calendar year.
 - (iv) A GTF will be responsible to the Head of School (or nominee) and is expected to perform teaching and teaching related duties (as defined in the Academic Workload Principles Appendices) that may include:
 - a. laboratory instruction and demonstrating;
 - b. tutorials, seminars and lectures;

- c. marking;
 - d. teaching as a member of a teaching team; and
 - e. being available for student consultation.
- (v) As agreed between the school and the GTF, part of the total workload may be allocated for attendance at discipline, school and/or College meetings and other administrative service and University requirements, including induction and policy familiarisation, conducted by the discipline, school, College or University.
- (vi) A GTF, during the period of their appointment and within their workload allocation, will undertake appropriate training and developmental activities provided by the University, in consultation with the relevant supervising academic or other senior academic in areas such as:
 - a. scholarship directly associated with informing teaching and learning, including disciplinary scholarship;
 - b. general approach to teaching and teaching development; and
 - c. evaluation and improvement of teaching methods.
- (vii) Students employed under this category will perform work that would otherwise be performed by casual staff and will not be used to fill or replace existing ongoing positions.
- (viii) As well as performing the required designated duties, a GTF will be expected to diligently pursue the research higher degree for which they are enrolled.
- (ix) Implementation and targets
 - a. The University's aim is to have:
 - I Up to fifty (50) GTF by the end of 2023 offered to existing University PhD students, provided they are not within twelve (12) months of completion of their PhD; and
 - II Up to an additional fifty (50) GTF by the end of 2024 offered to existing University PhD students, provided they are not within twelve (12) months of completion of their PhD.

On this basis the University will create ten (10) FTE GTF in 2023 and a further ten (10) FTE GTF in 2024.

- b. Once the initial intakes are complete there will be renewed targets set to reflect the success of the GTF program and maintain that number on a rolling basis.

- (x) On successful completion of an HDR GTFs will be advised of their eligibility to apply for available continuing appointments subject to satisfactory performance in the GTF role.
- (m) Contracts normally to be for the duration of a grant or work

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

17.2 ELC Employees

- (a) A fixed-term contract may be foreshortened by the University because of:
 - (i) changes to operational needs;
 - (ii) Serious Misconduct of the Employee;
 - (iii) underperformance of the Employee; or
 - (iv) in accordance with the terms of probation applicable to the employment.
- (b) Where a fixed-term employment contract is foreshortened on account of operational needs in accordance with clause 17.2(a)(a)(i) above, the Employee shall be entitled to a severance payment. Such payment shall be equal to the balance of the contract period or the notice period specified in clause 80 (Termination of Employment by the University – ELC and Professional), whichever is the lesser plus the severance payment amount specified in clause 17.4 (Severance Payment). The provisions of clause 83 (Redundancy) do not apply in such cases.
- (c) An Employee holding a fixed-term appointment will be provided with not less than four (4) weeks written notice of the University's intention to renew, or not to renew, their employment upon their contract expiry.
- (d) Where an Employee has been continuously employed on a fixed-term basis for more than four (4) years, the University's Redeployment Policy shall apply as if the Employee were a Continuing Employee, such that the Employee will be considered for redeployment to an alternative position in the event that their existing fixed-term appointment is not to be extended.

17.3 Right to renewal

If the University decides to retain the same position for a further fixed-term, employment in the position will be offered to the incumbent Employee provided that:

- (a) the funding for the position continues;
- (b) the incumbent Employee has, or will have at their contract end date, at least twelve (12) months' Continuous Service with the University;
- (c) the incumbent Employee's appointment to the position was made following a competitive selection process; and
- (d) performance in the role has met the required performance expectations.

17.4 Severance payment

- (a) Severance pay, where applicable, shall be calculated by reference to the Employee's length of service with the University in accordance with the following scale:

Period of Eligible Service	Severance Pay
At least one (1) year but less than (two) 2 years	Four (4) weeks
At least two (2) years but less than three (3) years	Six (6) weeks
At least three (3) years but less than four (4) years	Seven (7) weeks
At least four (4) years but less than five (5) years	Eight (8) weeks
At least five (5) years but less than six (6) years	Ten (10) weeks
At least six (6) years but less than seven (7) years	Twelve (12) weeks
At least seven (7) years but less than eight (8)	Fourteen (14) weeks
At least eight (8) years but less than nine (9) years	Sixteen (16) weeks
At least nine (9) years but less than ten (10) years	Eighteen (18) weeks
At least ten (10) years	Twenty (20) weeks
Thereafter	Two (2) weeks per Period of Eligible Service to a maximum of twenty-six (26) weeks

- (b) For the purposes of severance pay calculations, service shall be calculated on:
 - (i) the Employee's average Employment Fraction over their period of eligible fixed-term employment; and
 - (ii) fixed-term employment only.

18. CONVERSION OF FIXED-TERM EMPLOYMENT TO CONTINUING EMPLOYMENT

- 18.1 Where an Employee has been continuously employed on a fixed-term basis over a period of at least four (4) years or three (3) consecutive contracts (whichever is lesser) 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 become a Continuing Employee. A probationary period may be applied, but it shall not normally be required where the Employee has been satisfactorily performing a job role which is the same or substantially similar to that to which they are being converted.
- 18.2 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.
- 18.3 Factors at the time of application that would ordinarily lead to an application being unsuccessful include, but are not limited to, the following:
- (a) The Employee's appointment being principally funded from a source other than the University's Operating Funds.
 - (b) The Employee holds an appointment for a specific task or project.
 - (c) The Employee is employed to cover a temporary vacancy or to cover someone absent on leave.
 - (d) The Employee is employed overseas.
 - (e) The Employee is employed on a pre-retirement contract.
 - (f) The Employee holds a senior appointment at the level of Dean or above.
 - (g) There is a decline in student numbers in the case of ELC Employees.
 - (h) The fixed-term appointment is to meet a curriculum requirement in professional or vocational education for recent practical or commercial experience.
- 18.4 An Employee whose application for conversion is rejected will not be entitled to apply again within twelve (12) months.
- 18.5 Notwithstanding the clauses above, the relevant Head of Budget Centre/School may recommend converting a fixed-term appointment held by an Employee into continuing employment on the basis of outstanding performance by that Employee.

19. CASUAL EMPLOYMENT

19.1 A Casual Employee is as defined in clause 15.4.

19.2 The University recognises the desirability that continuing employment should be the preferred mode of employment and, as such, casual appointments are normally only offered where there is a need to engage additional Employees:

- (a) where the work is irregular;
- (b) to cover a short-term absence;
- (c) to provide industry or professional experience; or
- (d) to provide postgraduate opportunities.

19.3 Casual induction, policy familiarisation and disciplinary currency

- (a) A Casual Employee who is engaged by the University to work more than eighteen (18) hours, and who has not previously worked for the University:
 - (i) shall be required to undertake and complete an induction program within two (2) weeks of commencement of employment;
 - (ii) may be required to become informed of relevant workplace policies, procedures and obligations applicable to the Employee's duties.
- (b) Upon completion of work referred to in clause 19.3(a), the Casual Staff member will be entitled to a payment of up to eight (8) hours' work. Where the University directs the Casual Staff member to undertake more than eight (8) hours of such work, the Casual Staff member will be paid for all time so worked. In the case of an Academic Casual Staff member, they will be paid at the "Other required academic activity" rate as specified in clause 35.2(h).

19.4 Access to performance and career development for Casual Employees

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

19.5 Minimum period of engagement

The minimum period for casual employment shall be three (3) hours in any week (including both contact hours and paid associated working time) and, so far as practicable and by agreement with the Employee, work shall be organised to minimise the number of days in each week on which a Casual Employee is required to attend for work.

19.6 Casual Employees engaged over an anticipated timeframe

- (a) The University acknowledges the value of providing sessional Academic Staff Members with an element of security of employment by offering semester-long engagements or engagements over other anticipated timeframes.
- (b) Where it is anticipated that a Casual Employee will be engaged to perform a task or tasks which will extend over an anticipated timeframe, the Casual Employee may be offered a contract of employment which, in addition to the information normally provided to a Casual Employee, will provide the following information:
 - (i) The expected date at which the casual appointment will expire;
 - (ii) The number of hours that are anticipated to be required over the length of the engagement; and
 - (iii) The total amount which will be earned by the Employee if they satisfactorily complete the required duties over the length of the engagement.
- (c) Casual Employees engaged over an anticipated timeframe will have their Salary payments spread equally over the length of the engagement. For the purpose of determining the amount to be paid in each pay period, the total amount which will be earned by the Casual Employee if they satisfactorily complete the required duties over the length of the engagement will be divided by the number of pay periods in the length of the engagement. If the Employee works additional hours to those anticipated at the time of engagement, the Casual Employee will be paid for the total hours actually worked.
- (d) Should a Casual Employee engaged over an anticipated timeframe fail, for whatever reason, to work the hours which they should have worked, they must notify the relevant Supervisor or Head of School that they have not worked those hours. The Supervisor or Head of School and the Casual Employee may make alternative arrangements for the hours to be worked.
- (e) Where a Casual Employee fails to work the hours required by their engagement, notwithstanding any alternative arrangement made in accordance with clause 19.6(d) above, the University may reduce the Casual Employee's payment by the value of the hours not worked.
- (f) If a Casual Employee engaged over an anticipated timeframe fails without reasonable excuse (e.g. illness), or refuses to satisfactorily fulfil the duties required in accordance with the contract of employment and alternative arrangements are not made, the University may notify the Employee in writing that they will receive no further work, but that they will receive payment for work already performed.

19.7 Reducing adverse impact of semester breaks

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

- (i) library cards
- (ii) email accounts
- (iii) University network and intranet access,

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

19.8 ELC Employees

(a) Minimum period of engagement

The minimum period of engagement for work performed by Casual Employees shall be two (2) hours, except that a one (1) hour minimum period shall apply for Casual Employees who:

- (i) are students of the University (including postgraduate students) and who are expected to attend the University on that day in their capacity as a student. A student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University; or
- (ii) are opting to work online, where there is no requirement to attend the University; or
- (iii) have a primary occupation elsewhere (or with the University); or
- (iv) in order to meet their personal circumstances, request an engagement of less than two (2) hours.

19.9 Professional Employees

(a) Minimum period of engagement

The minimum period of engagement for a Casual Employee shall be three (3) hours, except that a one (1) hour minimum period shall apply for Casual Employees who:

- (i) are students of the University (including postgraduate students) and who are expected to attend the University on that day in their capacity as a student. A student will be taken as being expected for attendance on any Monday to Friday during the main teaching

- weeks of the University; or
- (ii) are engaged as fitness instructors or as sports referees/umpires; or
- (iii) are engaged as note-takers for students with a disability; or
- (iv) are engaged as peer leaders; or
- (v) are opting to work online, where there is no requirement to attend the University; or
- (vi) have a primary occupation elsewhere (or in the University); or
- (vii) in order to meet their personal circumstances, request an engagement of less than three (3) hours.

20. CONVERSION OF CASUAL EMPLOYMENT

20.1 Notification of eligibility

People and Wellbeing will notify Casual Employees when they meet the Eligibility for Conversion criteria in clause 20.3.

20.2 Expressions of Interest – Teaching Focused

At least annually, the University will ensure each College calls for Expressions of Interest from casual Academic Staff Members for conversion to a Teaching Focused position.

20.3 Eligibility for conversion

To be eligible for conversion, a Casual Employee must have:

- (a) been employed for the immediately preceding period of twelve (12) months; and
- (b) worked for a regular pattern of hours on an ongoing basis for at least the last six (6) months.

20.4 Applications for conversion

- (a) An application for conversion shall be submitted by the Casual Employee to their Head of Budget Centre.
 - (i) The University must consider and determine the application within twenty-one (21) days. The University will offer ongoing or fixed-term employment to the Staff member, provided that:
 - a. the work the Staff member is performing is not irregular or ad hoc, to cover a short-term absence or to provide industry or professional experience;
 - b. if the Staff member is enrolled in a higher degree research program they are converted to a Graduate Teaching Fellow

position.

- (b) The University will not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
 - (i) The Casual Employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required.
 - (ii) The Casual Employee is a genuine retiree.
 - (iii) The Casual Employee is performing work which will either cease to be required or will be performed by a non-casual Employee, within twenty-six (26) weeks (from the date of application for conversion).
 - (iv) The Casual Employee does not meet the essential requirements of the position; or
 - (v) The work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (c) The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the Casual Employee will be offered a Continuing or Fixed-term appointment.
- (d) A Casual Employee whose application for conversion is rejected shall not be entitled to apply again within twelve (12) months except where:
 - (i) that rejection is solely based upon the ground set out in clause 20.4(b)(iii); and
 - (ii) that ground ceases to apply.

20.5 Type of conversion

- (a) Conversion may be to either a continuing appointment or to a fixed-term appointment as permitted elsewhere in this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to consideration of the University's operational requirements and the desirability of offering the Casual Employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the Employee's casual engagement.
- (b) A conversion may be to an averaged Part-time appointment in accordance with clause 16 (Annualised Hours – Part-time Employees) of this Agreement.
- (c) Where a Casual Employee who works solely or primarily on weekends is converted to a continuing or fixed-term appointment confined to

weekend work, the rate of pay for that appointment shall be calculated by reference to clause 26 (Shiftwork) of this Agreement.

20.6 Recognition of casual service

- (a) A Casual Employee who secures or is converted to a continuing or fixed-term appointment shall not have their casual service count for the purpose of calculating any employment entitlements other than for long service leave and redundancy purposes.

21. CONTINUING CONTINGENT FUNDED EMPLOYMENT

21.1 The University values the contribution of Employees who may be eligible for this employment category. They contribute to our core capability in research and educational outcomes.

21.2 Employment in this category is a continuing appointment that has contingent funding provided from external sources. Both professional and academic roles may fall within this employment category. Continuing contingent funded (CCF) employment may be Full-time or Part-time. It is not the intention of this clause that this type of employment leave the Staff member worse off than had they been employed on a fixed-term basis.

21.3 “Contingent funding” is funding provided principally from external sources, including, but not limited to, grant funding, and is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

21.4 Eligibility

- (a) A person who would otherwise be appointed to a fixed-term contract position may be appointed to a CCF position where:

- (i) the funding supporting the position is contingent funding;
- (ii) the contingent funding is available for a minimum of twelve (12) months; and
- (iii) they are the successful candidate following a competitive merit-based process or are awarded a competitive research fellowship.

- (b) An employee may be:

- (i) appointed directly into a CCF role;
- (ii) offered a CCF role (current employees); or
- (iii) convert to a CCF role.

21.5 Application to convert to CCF employment

- (a) A Staff member who:

- (i) was appointed on a fixed-term contract subject to contingent funding;
 - (ii) has been employed on a second or subsequent contract; or
 - (iii) has at least three (3) years' Continuous Service;
- may apply to be converted to CCF employment, subject to the matters outlined in clause 21.4.
- (b) A break between contracts of up to three (3) months will not constitute a break in continuous service for the purpose of conversion, but will not count as service for any other purpose.
 - (c) Applications will be assessed on the following criteria:
 - (i) the Staff member has performed satisfactorily in the role;
 - (ii) the research and/or educational contribution of the Employee aligns to the strategy of the University, College and local area;
 - (iii) there is reasonable expectation that contingent funding will continue.
 - (d) Prior to declining conversion, the University must give the Staff member an opportunity to respond to the reasons the University is relying upon.

21.6 Cessation of CCF employment

- (a) A Staff member appointed or converted to CCF employment will be engaged for the term of the funding supporting the position. The University shall not terminate the employment of a CCF Staff member unless:
 - (i) the contingent funding that supports the position ceases or is insufficient (subject to clauses 21.6(b), 21.6(c) and 21.6(e));
 - (ii) the inherent nature of the work required has changed significantly and the skills and experience of the Employee will not enable them to complete the requirements of the position; or
 - (iii) termination is under the probation or disciplinary processes under Part G of this Agreement.
- (b) Where there is a reasonable expectation that the contingent funding that supports a Staff member's CCF employment is unlikely to continue, the University will take all reasonable options to avoid the employment ceasing, including, but not limited to:
 - (i) the University may transfer the Staff member to another equivalent position.
 - (ii) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue

for any period of paid leave the employee is entitled to, and/or at the discretion of the University, unpaid leave.

- (iii) if, during the notice period, contingent funding is renewed or obtained, the notice period ceases to apply and the employment continues as if notice was not given.
 - (iv) at the discretion of the Head of Budget Centre, a Staff member may continue to be employed principally funded from operating funds for a limited period.
- (c) A CCF Staff member whose employment is terminated in accordance with clause 21.6(a)(i), will be provided with a minimum of four (4) weeks' notice of termination, or five (5) weeks if the Staff member is over forty-five (45) years of age. The University may at its discretion provide payment in lieu of notice.
- (d) Severance payments
- (i) In addition, the Staff member will be eligible for the following severance payments, calculated by reference to the Staff member's length of service:

Period of Eligible Service	Severance Pay
At least one (1) year but less than (two) 2 years	Four (4) weeks
At least two (2) years but less than three (3) years	Six (6) weeks
At least three (3) years but less than four (4) years	Seven (7) weeks
At least four (4) years but less than five (5) years	Eight (8) weeks
At least five (5) years but less than six (6) years	Ten (10) weeks
At least six (6) years but less than seven (7) years	Twelve (12) weeks
At least seven (7) years but less than eight (8)	Fourteen (14) weeks
At least eight (8) years but less than nine (9) years	Sixteen (16) weeks
At least nine (9) years but less than ten (10) years	Eighteen (18) weeks
At least ten (10) years	Twenty (20) weeks
Thereafter	Two (2) weeks per Period of Eligible Service to a maximum of twenty-six (26) weeks

- (e) Severance payments will not be made where the Staff member declines further comparable alternative employment, resigns, or secures the same or similar employment with another employer

associated with the same contingent funding.

- (f) The following provisions of the Agreement do not apply to staff employed on a CCF basis in relation to their employment ceasing:
 - (i) Clause 77 (Consultation) when the contingent funding that supports the position either ceases or becomes insufficient, causing termination of the employment;
 - (ii) Clause 83 (Redundancy).

PART C – SECTION 2 – ACADEMIC EMPLOYEE CONDITIONS

22. TEACHING EVALUATION

- 22.1 Evaluation of teaching is important for quality improvement, quality assurance, quality enhancement and teaching performance expectations purposes and can be focused at the levels of course, unit and/or teacher/tutor. Feedback can be sought at any time and evaluation may be done during the course for diagnostic and development purposes (formative) or at the end for more judgmental purposes (summative).
- 22.2 Student questionnaires (however named) provide useful summative information that may be used to improve a unit or an individual's teaching, but the results must be interpreted within the context of the organisational unit concerned, including resourcing for teaching, infrastructure support and any other matters beyond the control of the Academic Staff Member.
- 22.3 Where issues regarding an Academic Staff Member's teaching performance have been identified, a meeting will be held between the Academic Staff Member and their Supervisor. After allowing appropriate time for improvement, the relevant Head of School, Executive Dean or Director shall meet again with the Academic Staff Member to further review their teaching in the context of performance management. If the Academic Staff Member's teaching performance has not improved to an acceptable standard, the relevant Head of School, Executive Dean or Director may decide to initiate proceedings under the under-performance provisions in accordance with clause 73.3 (Informal performance management)

23. ACADEMIC STAFF MEMBER WORKLOADS

- 23.1 Workload allocation categories
 - (a) The notional starting point for individual negotiations relating to

workload allocation is below.

Workload Allocation Category	Research & Scholarship	Teaching & Related Activity	Administration & Community Engagement
Research Focused	80%		20%
Research Intensive	60%	20%	20%
Balanced Research/Teaching	40%	40%	20%
Teaching Intensive	20%	60%	20%
Teaching Focused		80%*	20%

Percentages are based on 1702 – 1717 hours Full-time, or pro-rata for Part-time. *See (d) below.

(b) Research Focused

A Research Focused Employee may contribute to 'Teaching & Related Activity':

- (i) Externally funded - to the percentage permitted under the funding agreement; or
- (ii) Internally funded - as agreed with the Employee's Supervisor.

(c) Teaching Intensive

Unless appointed as Teaching Intensive, an Academic Staff Member:

- (i) in the first five (5) years of any non-casual academic employment or the first five (5) years after the completion of a PhD (the Academic Staff Member may not qualify for early career status for more than five (5) years in total); or
- (ii) in the first three (3) years after returning to work from parental leave of six (6) months or more,

can be designated Teaching Intensive at their request and as agreed with the Employee's Supervisor.

(d) Teaching Focused

- (i) This workload category primarily applies to:
 - a. University College
 - b. VET programs
 - c. Practice-based positions
 - d. Graduate Teaching Fellows.
- (ii) This workload category may also apply to other positions, following

consultation with the NTEU with the aim of reaching a common view.

- (iii) A Teaching Focused Employee's teaching and related activities workload allocation comprises teaching delivery and preparation, and professional and curriculum development activities that support high quality teaching.
- (iv) Professional and curriculum development activities will generally comprise at least 10% of the 'Teaching and Related Activity' workload and may include:
 - a. Industry, professional, clinical and creative practice;
 - b. Participation in teaching-relevant industry, professional, clinical or creative work and/or accreditation;
 - c. Professional development;
 - d. Curriculum design and renewal; and
 - e. Scholarship of teaching.

- (v) Teaching free periods

A Teaching Focused Employee, as part of their workload allocation, shall have access to four (4) weeks per year (in blocks of at least one (1) week) free from teaching delivery to support professional and curriculum development activities. These periods will vary according to the requirements of the University and the Teaching Focused Employee.

- (e) Career / category transition

Following consultation between an Academic Staff Member and their Supervisor, an Academic Staff Member's workload category may be altered for an agreed period. Requests to alter the workload category will not be unreasonably refused.

23.2 Workload principles

- (a) An Academic Workload Consultative Committee (AWCC), comprising two (2) University academic nominees and two (2) NTEU academic nominees, and chaired by one (1) of the University nominees, will reach decisions by consensus, and will be responsible for developing, reviewing and revising the academic workload principles ('Principles').
- (b) The Principles do not form part of this Agreement.
- (c) A College, School or other academic unit (collectively 'an Academic Unit') will develop, through consultation with a view to reaching a common understanding with Academic Staff Members within the relevant Academic Unit, a fair, transparent, equitable and accessible workload model, guided by the Principles.

- (d) The AWCC will meet at least quarterly and more frequently as required.
- (e) If requested by an Academic Unit or an Academic Staff Member of an Academic Unit, the AWCC may assist, advise and aid the Academic Units to resolve issues around their workload model(s).

23.3 Workload allocation

- (a) An Academic Staff Member's workload allocation will:
 - (i) occur as part of an Academic Unit's planning cycle; and
 - (ii) be agreed during the Academic Staff Member's Performance and Career Development process; and
 - (iii) be in accordance with the clauses and Principles stated within this clause (clause 23 – Academic Staff Member Workload).
- (b) Different percentages of workload in successive years can be negotiated between an Academic Staff Member and their Supervisor, however, over a three (3) year period the workload should closely approximate the Academic Staff Member's assigned workload allocation category.
- (c) An Academic Staff Member may agree to additional teaching with overall workload adjusted accordingly. In exceptional circumstances where additional teaching is required and where such teaching cannot be accommodated within annual working hours limits, the Academic Staff Member shall be paid in accordance with clause 35.2 for teaching in addition to their normal Salary.
- (d) Academic Staff Members with Research as part of their workload allocation shall have access each year to blocks of time (in weeks) free from teaching delivery to support research work. For a Balanced Research/Teaching Academic Staff Member, this should equate to at least fourteen (14) weeks each year. The length of these periods will vary according to the requirements of the University and Academic Staff Member, and should relate to an Academic Staff Member's workload allocation category.
- (e) All academic workload models will be reviewed and if necessary, amended within the life of the Agreement. The reviews will take account of the changed and changing models of undergraduate and postgraduate teaching and research. The reviews will include assessment of the following:
 - (i) any introduction of the seminar form of delivery;
 - (ii) online and face to face teaching delivery;
 - (iii) teaching free blocks of time;
 - (iv) night time and weekend teaching delivery;

- (v) preparation and marking;
 - (vi) student consultation;
 - (vii) undergraduate and postgraduate teaching;
 - (viii) allocations for research activity;
 - (ix) scholarship, professional currency and community engagement;
and
 - (x) administrative load.
- (f) As a precondition for the conduct of the academic workload model reviews, the AWCC will first review and amend the Academic Workload Principles and associated appendices.
- (g) Each College, School or other relevant academic unit shall submit revised academic workload models to the AWCC for guidance and advice prior to their introduction and adoption.

23.4 Workload review process

- (a) An Academic Staff Member who is dissatisfied with their workload allocation may utilise the following review process:
- (i) The Academic Staff Member shall initially raise the issue with their direct Supervisor.
 - (ii) If the Academic Staff Member remains dissatisfied with the outcome of the discussion with their direct Supervisor, they may raise their concerns with the relevant Head of School / Executive Dean / Director (or nominee), and request a further review of their workload allocation.
 - (iii) If following completion of the process prescribed by clauses 23.4(a)(i) and (a)(ii) above the Academic Staff Member's concerns remain unresolved, the Academic Staff Member may utilise the Dispute Resolution Procedure set out in clause 78 (Dispute Resolution Procedure) of this Agreement, commencing at clause 78.4(b) - referral to the Chief People Officer.
- (b) The Academic Staff Member and the University's representative have the right to be represented by a person of their choice and seek the assistance of an Employee from People and Wellbeing.

PART C – SECTION 3 – PROFESSIONAL EMPLOYEE CONDITIONS

24. HOURS OF WORK

24.1 Ordinary hours of work

- (a) The ordinary Full-time hours of work for an Employee shall be 73.5 hours per fortnight, to be worked within the spread of ordinary hours set out in clause 24.1(b) below.
- (b) The spread of ordinary hours shall be as follows:
 - (i) For Full-time and Part-time Employees (other than Shiftworkers) – between 7:00am to 6:00pm, Monday to Friday inclusive.
 - (ii) For casual Employees engaged at Unigym – between 6.00am to 10.00pm.
- (c) Where, for operational reasons, a relevant Head of Budget Centre wishes to alter an established daily start or finish time of an Employee (within the spread of ordinary hours specified in clause 24.1(b) above), the Head of Budget Centre shall first consult with the Employee(s) concerned before making a decision. Reasonable notice shall then be given prior to any alteration of the hours of work. The personal and family circumstances of the Employee(s) concerned may also need to be taken into account both as to the proposed alteration itself and as to the timing of such alteration.
- (d) Notwithstanding the provisions of this clause (clause 24.1), it shall be open to an existing Employee (or group of Employees) to reach agreement with the relevant Head of Budget Centre to work under an alternate spread of standard hours to that which is provided above, or to vary the length of the standard working day by averaging the number of standard working hours over any number of complete weeks. Workplace health and safety issues will be considered before an agreement is reached.

24.2 Excess hours

- (a) For the purpose of this clause, “Excess hours” means any time worked (other than overtime) with the authorisation of the relevant Head of Budget Centre beyond the Employee’s normal working day, or on a Saturday or Sunday.
- (b) An Employee’s Head of Budget Centre shall provide the Employee with time off in lieu of excess hours worked, on a time for time basis, at a mutually convenient time consistent with the operational requirements of the Budget Centre. This arrangement should normally operate on an informal give-and-take basis.

25. OVERTIME

25.1 Definition of overtime

- (a) Overtime is any period of time worked:
 - (i) in excess of seven (7) hours and twenty-one (21) minutes on any

day; or

- (ii) outside the spread of ordinary hours (including any time worked on a Saturday or Sunday); or
- (iii) on public holidays (other than as a normal shift),

where:

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

25.2 Excess hours without overtime penalties

- (a) Notwithstanding clause 25.1 (Definition of overtime), where an Employee is directed to work in excess of seven (7) hours and twenty-one (21) minutes on any day, Monday to Friday:
- (i) the first two (2) hours of such additional hours shall constitute Excess Hours for the purposes of clause 24.2 (Excess hours), as opposed to overtime, if at least twenty-four (24) hours' notice is given of the need to perform such work to meet special operational needs of the Budget Centre; or
 - (ii) if twenty-four (24) hours' notice is not given, such time shall constitute overtime.
- (b) A direction to work excess hours without the attraction of overtime penalties cannot be a rostered situation, and an Employee should not normally be so directed more than once in any fortnight.

25.3 Reasonable overtime

- (a) An Employee may be required to work a reasonable amount of overtime. Wherever practicable the Employee will be given at least twenty-four (24) hours' notice of the requirement to work overtime.
- (b) An Employee may decline to work overtime in circumstances where it would result in the Employee working hours which would be unreasonable having regard to the Employee's personal circumstances or the length of notice given.

25.4 Reimbursement of expenses

Where an Employee is required to work overtime they shall be reimbursed for any reasonable additional expenses incurred, upon presentation of receipts, for:

- (a) travel from the place of work to the place of residence; and
- (b) commercial child/dependent care costs necessarily incurred,

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

25.5 Overtime rates

Overtime rates shall apply in relation to Employees receiving salaries HEO Level 6 and below, for each discrete period of overtime worked, as follows:

Monday to Friday	150% of normal Salary for the first three (3) consecutive hours of overtime, and 200% of normal Salary thereafter.
Saturdays and Sundays	200% of normal Salary.
Public holidays	250% of normal Salary.

25.6 Payment/time-off in lieu of overtime

- (a) For the purposes of this clause, “time-off in lieu” is accrued at the same rate as for overtime payment.
- (b) Subject to clause 25.7 (Payment/time-off in lieu – HEO Level 7 and above) and clause 25.8 (Accumulation limit), an Employee who is required to work overtime may elect to receive:
 - (i) payment in full;
 - (ii) a combination of payment of the overtime worked, and time-off in lieu;
 - (iii) time-off in lieu for the whole of the overtime worked; or
 - (iv) an annualised (or other agreed period) allowance.
- (c) Time-off in lieu of overtime worked shall be taken at a time mutually agreed between the Employee and the relevant Head of Budget Centre. Agreement shall not be unreasonably withheld. Where time-off in lieu cannot be taken within a two (2) week period of the overtime being worked, a date can be agreed for the leave to be taken, otherwise the Employee shall be paid for the overtime worked.
- (d) As at the commencement of this Staff Agreement, any Employee with an existing TOIL balance of up to twenty (20) days will be required to

submit a plan for the taking of such leave within three (3) months. Consideration will be given to pay this out.

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

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

25.8 Accumulation limit

- (a) An Employee may only accumulate up to twenty (20) days' time-off in lieu of overtime.
- (b) Any accumulation of up to twenty (20) days remaining at the date of termination of employment shall be paid at the Employee's ordinary rate of pay.

25.9 Eight-hour break

- (a) Overtime work shall, whenever practicable, be so arranged that Employees have at least eight (8) consecutive hours off duty between the work on successive days, without loss of pay for ordinary time occurring during such break.
- (b) Where an Employee is directed to resume work without having had an eight (8) hour break, the Employee shall be paid at 200% of normal Salary until the commencement of an eight (8) hour break.

25.10 Call-back

- (a) An Employee recalled, with less than twenty-four (24) hours' prior notice, to work overtime after leaving the University (whether notified before or after leaving the University) shall be paid for a minimum of four (4) hours' work at the appropriate penalty rate for the initial such recall. However:
 - (i) if while the Employee is still at work pursuant to such recall, another job arises which would otherwise be the subject of a further call-out, the Employee shall be required to continue on to complete the second (and any subsequent) jobs being paid overtime for any work in excess of the initial four (4) hour recall; or
 - (ii) If the Employee leaves the University after the initial call-back and is subsequently recalled, the Employee shall be entitled to overtime payment at the appropriate penalty rate for the duration of each subsequent recall where it exceeds the initial four (4) hour recall period, together with payment of a kilometrage allowance (or public transport if necessary) for travel in relation to each subsequent recall.
- (b) An Employee who is recalled to work shall be entitled to an eight (8)

hour break before resuming duties, without loss of pay for ordinary time occurring during such break. If the Employee is directed to resume without having had an eight (8) hour break, they shall be paid at 150% per cent until the commencement of an eight (8) hour break.

- (c) The provisions of clause 25.1 (Definition of overtime) to clause 25.9 (Eight hour break) shall apply in lieu of this clause in circumstances where either:
 - (i) the period of recall is essentially continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time; or
 - (ii) it is customary for an Employee to return to the University to perform a specific job(s) outside of ordinary working hours.

26. SHIFTWORK

26.1 Employees regularly rostered to work outside the spread of ordinary hours referred to in clause 24.1(b) (Ordinary hours of work) and/or to work weekends and public holidays shall be shiftworkers for the time so rostered and be paid a shift allowance as follows:

- (a) Monday to Friday shift work – 15% more than the Employee’s normal Salary rate for such shift work, provided that where the major portion of the shift falls on a public holiday, the shift work rate shall be 100 per cent more than the Employee’s normal Salary rate;
- (b) Saturday shift work – 50% more than the Employee’s normal Salary rate for the whole of the shift where the major portion of the shift falls on a Saturday;
- (c) Sunday shift work – 100% more than the Employee’s normal Salary rate for the whole of the shift where the major portion of the shift falls on a Sunday;
- (d) Public holiday shift work – 150% more than the Employee’s normal Salary rate for the whole of the shift where the major portion of the shift falls on a public holiday.
- (e) Where a shift is equally rostered across two (2) consecutive days, the appropriate shift loading is paid where the hours fall e.g. commencing 9.00pm Friday and finishing 3.00am on Saturday would attract three (3) hours at 15% loading and three (3) hours at 50% loading.
- (f) Rosters may only be varied to suit the convenience of the University if:
 - (i) reasonable notice has been given to the Employees who will be affected; or
 - (ii) agreement is reached with those Employees

provided that, in an emergency situation, such as to cover the unplanned absence of a Shiftworker, rosters may be changed without notice. Unless an Employee can show reasonable cause, such roster changes shall have immediate effect. An Employee whose roster is changed in such circumstances shall be paid overtime in accordance with clause 25 (Overtime) for any shifts which, averaged over the full roster cycle, exceed 36.75 ordinary hours per week. If a roster change produces a shortfall in working hours over the full roster cycle, make-up shift(s) shall be rostered to provide an average of 36.75 ordinary hours per week.

27. MEAL AND REST BREAKS

27.1 An Employee shall be allowed a meal break of between thirty (30) and sixty (60) minutes' duration, which should normally commence no later than five (5) hours after commencement of duties. For Employees other than Shiftworkers, the meal break should normally be taken between the hours of 12:00 noon and 2:00pm.

27.2 Two (2) rest breaks, which shall count as time worked, shall be allowed in each day as follows:

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

or at such alternative times as may be agreed by the Employee and their Supervisor.

27.3 Such breaks in clause 27.2 are to be taken within the general work area of the Employee unless otherwise agreed by the relevant Head of Budget Centre. Where Employees are able to take their rest break at their workplace, they shall do so without general interruption to work.

28. WORKLOAD

28.1 Workloads and management of workloads is an important issue. In allocating and monitoring workloads, the University should seek to ensure that:

- (a) workload allocation supports the pursuit of strategic priorities;
- (b) there is an equitable distribution of workloads across Employees in a work area;
- (c) workload allocation takes into account workplace health and safety considerations;

- (d) overtime and / or TOIL accruals are not excessive;
- (e) workloads are reviewed as part of Performance and Career Development discussions;
- (f) total workload will reflect the relevant Employee's Employment Fraction;
- (g) the importance of a balance between working life and family/social responsibilities is taken into account; and
- (h) Employees are encouraged to raise workload issues with their Supervisor.

28.2 In terms of identifying, minimising and dealing with instances of excessive workload:

- (a) Heads of Budget Centre and other Supervisors need to allocate tasks to Employees with a view to ensuring that the Employee's workload does not exceed what can reasonably be expected of them in their Full-time, Part-time or casual employment.
- (b) Workload issues should be raised with the Supervisor or relevant Head of Budget Centre in the first instance. If not resolved at this level, issues may be escalated to the relevant Head of Budget Centre or Head of College, Institute or Division. The aim is for early resolution of such issues without the need for the Employee to use formal dispute resolution procedures.
- (c) Heads of Budget Centre and other Supervisors need to monitor the hours worked by the Employees they supervise and implement changes (e.g. technology, responsibility, extra resources) where Employees regularly work excessive hours.
- (d) Where a resignation, retirement or other permanent departure from a continuing or fixed-term appointment occurs, a required replacement appointment will normally be made and put in place within three (3) months of the departure. If it appears likely that a replacement appointment will not be made within this timeframe, affected Employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to clause 28.2(a) and clause 28.2(b) above.
- (e) Where a position is temporarily vacated (e.g. where an Employee takes extended leave or undertakes a temporary transfer or secondment elsewhere), a replacement appointment will normally be made and put in place close to the time of the position being vacated. Where it is not intended to make a replacement appointment, affected Employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to clause 28.2(a) and clause 28.2(c) above.

- 28.3 An Employee from People and Wellbeing may be made available to assist discussions between an Employee and their Supervisor and/or relevant Head of Budget Centre in relation to any claims of excessive workload. This assistance will be provided with the aim of early resolution of such issues without the need for the Employee to utilise the formal dispute resolution procedure provided in clause 78 (Dispute Resolution Procedure) of this Agreement. Where requested by the Staff member, the University will provide the outcome of the resolution in writing.
- 28.4 Employees may also seek advice and assistance from their Union or from other representatives.
- 28.5 Issues raised will be addressed fairly, and should an issue relating to workload remain unresolved, the Employee may access clause 78 (Dispute Resolution Procedure).

PART C – SECTION 4 – ELC EMPLOYEE CONDITIONS

29. TEACHING ARRANGEMENTS

- 29.1 Standard teaching hours
- (a) The standard teaching hours for a Full-time ELC Employee shall be twenty (20) hours of face-to-face teaching per week across forty-five (45) weeks in each calendar year. The standard teaching hours for a Part-time Employee shall be determined by the Employee's Employment Fraction.
- (b) Employees may, by agreement, choose to occasionally teach longer hours.
- 29.2 Class sizes
- The upper limit on class sizes shall be consistent with the requirements of accreditation.

30. WORKLOAD

- 30.1 Workloads and management of workloads is an important issue. In allocating workloads, a Supervisor should seek to ensure that:
- (a) Workload allocation supports the pursuit of strategic priorities;
- (b) There is an equitable distribution of workloads across staff in an area;
- (c) Workload allocation takes into account workplace health and safety considerations;
- (d) Workloads are reviewed as part of performance and career development discussions;

- (e) Total workload will reflect the relevant Employee's Employment Fraction;
- (f) The importance of a balance between working life and family/social responsibilities is taken into account; and
- (g) Employees are encouraged to raise workload issues with their Supervisor.

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

- (a) The Director of Studies and other Supervisors need to allocate tasks to Employees with a view to ensuring that their workload does not exceed what can reasonably be expected of them in their Full-time, Part-time or casual employment.
- (b) Workload issues should be raised with the Supervisor in the first instance. If not resolved at this level, issues may be escalated to the Director of Studies.
- (c) The aim is for early resolution of such issues without the need for the Employee to use the formal dispute resolution procedures.
- (d) The Director of Studies and other Supervisors need to monitor the hours worked by the Employees they supervise and implement changes (e.g. technology, responsibility, extra resources) where Employees regularly work excessive hours.
- (e) Where a resignation, retirement or other permanent departure from a continuing or fixed-term appointment occurs, a required replacement appointment will normally be made and put in place within three months of the departure. If it appears likely that a replacement appointment will not be made within this timeframe, affected Employees will be advised of the reasons for this and advised as to how the workloads will be managed, having regard to clause 30.2(a) and clause 30.2(b) above.
- (f) Where a position is temporarily vacated (e.g. where an Employee takes extended leave or undertakes a temporary transfer or secondment elsewhere), a replacement appointment will normally be made and put in place close to the time of the position being vacated. Where it is not intended to make a replacement appointment, affected Employees will be advised of the reasons for this and advised as to how the workloads will be managed, having regard to clause 30.2(a) and clause 30.2(c) above.

30.3 A staff member from People and Wellbeing may be made available to assist discussions between an Employee and their Supervisor and/or the Director of Studies in relation to any claims of excessive workload. This

assistance will be provided with the aim of early resolution of such issues without the need for the Employee to utilise the formal dispute resolution procedure outlined in clause 78 (Dispute Resolution Procedure) of this Agreement.

- 30.4 Employees may also seek advice and assistance from their Union or from other representatives.
- 30.5 Nothing contained in this clause will prevent an Employee accessing clause 78 (Dispute Resolution Procedure) of this Agreement.

PART C – SECTION 5 – FLEXIBILITY

31. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 31.1 The University and an Employee may agree to make an individual flexibility arrangement that varies the effect of terms of this Agreement if the variation:
- (a) deals with arrangements for when work is performed, overtime rates, penalty rates, or allowances;
 - (b) meets the genuine needs of the University and the Employee in relation to the matter mentioned in paragraph (i); and
 - (c) is genuinely agreed to by the University and the Employee.
- 31.2 The University must ensure that:
- (a) agreement to an individual flexibility arrangement is not a precondition of employment or promotion;
 - (b) the Employee is advised that they are entitled to have a representative (which may be a Union representative) negotiate an individual flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party (other than a parent or guardian if the Employee is under eighteen (18) years of age); and
 - (c) the Employee and their representative must have at least three (3) working days to consider the proposal.
- 31.3 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under Section 172 of the Act;
 - (b) are not unlawful terms under Section 194 of the Act;
 - (c) are about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual

- flexibility arrangement were an enterprise agreement; and
- (d) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 31.4 The University must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of University and Employee;
 - (c) is signed by the University and the Employee and, if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 31.5 The University must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to and keep a copy of the arrangement as a times and wages record.
- 31.6 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - (b) if the University and the Employee agree in writing – at any time.
- 31.7 This clause relates to reaching individual agreement to change the effect of provisions in this Agreement. The right to make an agreement pursuant to the clause is in addition to, and does not in any way affect or limit, flexibilities or changes that arise from applying the terms of the Agreement.

32. EMPLOYMENT FLEXIBILITY

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

32.2 The University provides a range of employment flexibility measures including secondments, exchanges, working from home, job sharing, and conversion from Full-time to Part-time and back, and change of Employment Fraction.

PART D – REMUNERATION AND RELATED MATTERS

33. GENERAL REQUIREMENTS

- 33.1 All increases to rates of pay and allowances shall be effective from the first full pay period commencing on or after the dates specified in this Agreement.
- 33.2 The annual salaries payable to Employees are provided at Schedule 1 (Salary Rates – Academic Staff Members), Schedule 2 (Salary Rates – ELC Employees), or Schedule 3 (Salary Rates – Professional Employees) of this Agreement.
- 33.3 The annual salaries provided at Schedule 1 (Salary Rates – Academic Staff Members), Schedule 2 (Salary Rates – ELC Employees and Schedule 3 (Salary Rates – Professional Employees) are payable to Full-time Employees. Part-time Employees receive the relevant Employment Fraction compared to a Full-time Employee.
- 33.4 The pay rates provided for Casual Employees at Schedule 1 (Salary Rates – Academic Staff Members) Schedule 2 (Salary Rates – ELC Employees), and Schedule 3 (Salary Rates – Professional Employees) are inclusive of ‘Casual Loading’.
- 33.5 Agreement reporting

The University will undertake reviews and report to the CCG on following matters:

(a) Casual academic employment

- (i) The University will conduct a review in October of each year of the use of casual academic employment by each School and College during the preceding calendar year, and report the FTE casual employment number for each School and College.
- (ii) The results of the review undertaken in accordance with clause 33.5(a)(i) above and the casual employment projections advised by heads of School will be discussed with the NTEU for the purpose of providing feedback to the University in a timely manner in relation to the achievement of the additional academic roles and alternative approaches that the University might decide upon to accommodate workload demands.

(b) Leave and overtime

In June of each year, the University will provide to the Unions a report

on:

- (i) the amount of excess leave (hours) accrued by Employees; and
 - (ii) the amount of overtime (hours) worked by Employees
for the previous twelve (12) month period.
- (c) Aboriginal and Torres Strait Islander employment
- (i) The University will report progress on clause 11.3(b) on an annual basis.
- (d) Graduate teaching fellowships
- (i) In October of each year, the University will report on the number of GTFs, their employment fractions and the FTE total, in accordance with clause 17.1(l) (Graduate teaching fellowships).
- (e) Newly created academic roles for Casual Employees
- (i) In October of each year, the University will report on the number of newly created academic roles for Casual Employees, their employment fractions and, the FTE total in clause 15.5 (Newly created academic roles for Casual Employees).

34. SCHEDULED REMUNERATION INCREASES

34.1 The University will pay to Employees Salary increases in accordance with the following table for the years 2022, 2023, 2024 and 2025:

Year	Salary increase amount	Increase applicable from the beginning of the first full pay period on or after
2022	4.6%	6 July 2022 (already paid)
2023	3.0%	1 July 2023
2024	2.5%	1 July 2024
2025	3.4%	15 June 2025

34.2 The University has paid the 2022 increase prior to approval of this Agreement by FWC. As such, no further payment is owed by the University to Employees for the 2022 year.

35. SALARY STRUCTURE – ACADEMIC STAFF MEMBERS

35.1 Permanent Employees

- (a) Salaries

The annual salaries payable to Full-time Academic Staff Members are specified at clause 1 (Academic Staff Members) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(b) Loadings for Medical Practitioners

- (i) In addition to the Salary paid to an Academic Staff Member, an annual superannuable loading shall be paid, in equal instalments per pay period, to a full-time Professor, Associate Professor, Senior Lecturer and Lecturer who is registered as a Medical Practitioner with the Medical Board of Australia (MBA), and who undertakes delivery of medical education, clinical training, and/or medical research. The loading is specified at clause 2 (Loading for Medical Practitioners) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

35.2 Casual Academic Staff Members

- (a) The casual rates set out in clause 3, to clause 9 of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement are inclusive of Casual Loading.

(b) Casual lecturing

- (i) A Casual Employee required to provide a Lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and Reasonably Contemporaneous Student Consultation shall be paid at a rate for each hour of Lecture delivered in accordance with the table set out in clause 3 (Casual Lecturing) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(c) Casual seminar

- (i) A Casual Employee required to provide a Seminar (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and Reasonably Contemporaneous Student Consultation shall be paid at a rate for each hour of Seminar delivered in accordance with the table set out in clause 4 (Casual Seminar) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(d) Casual tutoring

- (i) A Casual Employee required to deliver or present a Tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and Reasonably Contemporaneous Student Consultation shall be paid

at a rate for each hour of Tutorial delivered or presented in accordance with the table set out in clause 5 (Casual Tutoring) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(e) Music accompanying

- (i) A Casual Employee required to provide music accompanying with directly associated non-contact duties in the nature of preparation shall be paid at a rate for each hour of music accompanying delivered according to the table set out in clause 6 (Music Accompanying) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(f) Undergraduate clinical nurse education

- (i) A Casual Employee required to provide undergraduate clinical nurse education shall be paid for each hour of clinical nurse education delivered at the relevant rate set out in clause 7 (Undergraduate clinical nurse education) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.
- (ii) Within this clause (clause 35.2(f)) this payment is for the clinical nurse education delivered and for directly associated non-contact duties in the nature of preparation and Reasonably Contemporaneous Student Consultation. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

(g) Casual marking

- (i) A Casual Employee will be paid in accordance with the marking rates set out in clause 8 (Casual marking) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement, for all marking required by their Supervisor, other than marking that is undertaken during a Lecture, Tutorial or clinical session.

(h) Other required academic activities

- (i) A Casual Employee will be paid at the rates set out in clause 9 (Other required academic activities) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement for all other academic activities that they are required to perform.

(i) Applicable hourly rates

- (i) The minimum hourly rate applicable for duties, including casual lecturing, marking as a supervising examiner or requiring a significant exercise of academic judgment appropriate to a Level B academic, is determined by reference to the second step of the Full-time Academic Level B scale plus a 25% loading, according to the following formula:

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

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

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

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

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

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

35.3 Teaching Focused Employees

- (a) The annual salaries payable to Full-time Teaching Focused Employees are specified at clause 1 (Academic Staff Members) of Schedule 1 (Salary Rates - Academic Staff Members) of this Agreement. Part-time Employees receive the relevant Employment Fraction compared to a Full-time Employee.
- (b) The pay rates provided for Casual Employees at clause 3 to clause 9 of Schedule 1 (Salary Rates – Academic Staff Members) are inclusive of ‘Casual Loading’.

36. SALARY STRUCTURE – ELC EMPLOYEES

36.1 ELC Teachers

- (a) The annual salaries payable to Full-time ELC Employees are specified at clause 1 (English Language Teachers) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement.
- (b) Incremental step 9 and step 10 are available for teachers who have attained step 8 through experience and hold the following qualifications:
- (i) Step 9: a Masters degree or equivalent (as determined by the University); or
- (ii) Step 10: a Doctorate or PhD in areas relevant to TESOL teaching.

36.2 ELC Managers

The annual salaries payable to Full-time ELC Employees are specified at clause 2 (ELC Managers) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement.

36.3 Director of Studies

The annual Salary payable to Full-time ELC Directors of Studies are specified at clause 3 (ELC Director of Studies) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement.

36.4 Casual ELC rates of pay

(a) The casual rates set out in clause 4 (Casual ELC Rates of Pay) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement are inclusive of the Casual Loading. The rates for casual work performed are calculated as follows:

(i) Teaching: $98.66\% \text{ of } \frac{\$ \text{Step 1/52}}{36.75} + 25\% \times 1.9 = \$$

(ii) Other Activities: $98.66\% \text{ of } \frac{\$ \text{Step 1/52}}{36.75} + 25\% = \$$

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

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

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

36.5 Casual rates of pay for IELTS, OET and PTE testing

(a) The rates of payment for Employees engaged to conduct International English Language Testing System (IELTS), Occupational English Test (OET) and Pearson Test of English Academic (PTE) testing is set out in clause 5 (Rates of Pay for IELTS, OET and PTE Testing) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement.

(b) The minimum period of engagement for an Employee performing IELTS, OET and PTE work shall be (two) 2 hours.

(c) Where the performance of IELTS, OET or PTE testing work requires travel between Hobart and Launceston, travelling time shall be paid using the Invigilator rate.

37. SALARY STRUCTURE – PROFESSIONAL EMPLOYEES

37.1 Professional Employees

The annual salaries payable to Full-time Professional Employees are specified at clause 1 (Professional Employees) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement.

37.2 Research Assistants

The annual salaries payable to Full-time Professional Employees who are Research Assistants are specified at clause 2 (Research Assistants) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement.

37.3 Juniors and Supported Wage Employees

- (a) Positions at HEO Level 1 may be advertised so as to enable the University to make appointments using the HEO Level 1/2 classification and salary structure, or to appoint:
 - (i) Junior Employees using the Salary rates specified at clause 3 (Junior and Supported Wage Employees) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement; or
 - (ii) Employees in accordance with the Commonwealth Supported Wage System at an appropriate percentage of the HEO Level 1.1 rate having regard to the assessed productive capacity of the Employee.
- (b) Any Junior Employee who has been employed on a Full-time or Part-time basis for three (3) years or more shall be entitled to receive a Salary of HEO Level 1 step 2 on attaining twenty (20) years of age.

37.4 Apprentices

The annual salaries payable to Full-time Apprentices are specified at clause 4 (Apprentices) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement.

37.5 Casual Professional rates of pay

- (a) Subject to clause 37.5(c) below, a Casual Employee shall receive the hourly rate of pay set out in clause 5 of Schedule 3 (Salary Rates – Professional Employees) derived from the Salary rate of the first step of the classification level for the position in which they are employed.
- (b) The casual rates for adult Employees set out at clause 5 (Casual Professional Rates of Pay) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement are inclusive of a loading in lieu of annual leave, personal/carer's leave, public holidays and other entitlements normally paid to permanent Employees and are payable

for work performed other than on a Saturday, Sunday or public holiday.

- (c) The Sub-HEO Level 1 casual rate shall apply to a Casual Employee engaged to perform work in the nature of but not limited to the following categories:
 - (i) photocopying and collating documents;
 - (ii) opening and distributing incoming mail;
 - (iii) labelling and distributing outgoing mail;
 - (iv) sorting and filing documents using an already-established filing system;
 - (v) taking telephone messages in the absence of others;
 - (vi) moving furniture;
 - (vii) setting up rooms or displays;
 - (viii) acting as a tour-guide for visitors;
 - (ix) providing catering assistance;
 - (x) couriering documents or other materials by vehicle or other means;
 - (xi) planting seeds in a laboratory setting or as part of a fieldwork exercise.
- (d) Casual work performed on Saturdays, Sundays and public holidays shall be subject to the same overtime penalties as apply to Full-time and Part-time Employees except that the loading will not also apply (with the overtime penalties therefore being applied to the unloaded rates).
- (e) The overtime penalties outlined in clause 37.5(d) above do not apply to identified categories of Casual Employee. The Casual Employees referred to in Schedule 3 (Salary Rates – Professional Employees) clause 3.3 (Specific casual rates) of this Agreement shall receive the rates specified in that table for each hour or day worked (as the case may be).

38. SUPERANNUATION

- 38.1 Employer contributions for each eligible Employee will be made to their nominated superannuation fund in accordance with the superannuation guarantee legislation and relevant superannuation arrangements between the University and the superannuation fund.
- 38.2 The University will make employer contributions as follows:
 - (a) For Continuing and Fixed Term Employees, 17% Employer superannuation contributions;
 - (b) For all Casual Employees – compulsory employer contributions as

required by the applicable Superannuation Guarantee Charge rate – currently 10.5%.

- 38.3 If an Employee does not choose an alternative complying fund, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper, as the recognised industry superannuation fund (the default fund).
- 38.4 Subject to the rules of the Employee's superannuation fund, an Employee may elect to reduce their Employer superannuation contribution, and increase their Salary by the same amount, provided that their superannuation contribution is not less than the Superannuation Guarantee Charge rate at all relevant times. An Employee may terminate or vary their election once per year.

39. SALARY SACRIFICE

- 39.1 An Employee may agree with the University to forgo part of the future salary to which they are entitled under clause 35 (Salary Structures – Academic Staff Members), clause 36 (Salary Structure – ELC Employees), or clause 37 (Salary Structure – Professional Employees) of this Agreement, in return for the University providing benefits of similar value. The types of benefits that may currently be salary sacrificed are:
- (a) where permitted by the superannuation fund concerned, an employer superannuation contribution in lieu of an Employee superannuation contribution;
 - (b) additional voluntary superannuation contributions into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 38 (Superannuation) of this Agreement;
 - (c) University parking fees;
 - (d) membership fees at one of the University's Sport and Recreation Centres;
 - (e) airline club memberships;
 - (f) laptop computers, where the use of the laptop computer is primarily for use in the Employee's employment;
 - (g) lease charges for a novated vehicle lease arranged in accordance with the University's vehicle salary packaging arrangements; and
 - (h) any other items formally offered by the University to Employees whilst this Agreement is in operation.

- 39.2 In each case, the amount of reduction in salary payable will be equal to the University payments identified in clause 39.1 above, together with any tax payable upon such payment being made to the benefit of the Employee.
- 39.3 Notwithstanding a reduction in salary in accordance with clause 39.1 above, all entitlements under this Agreement based on the salary of the Employee (including superannuation entitlements) shall, subject to clause 16 (Annualised hours – Part-time Employees), be calculated on the salary to which the Employee is entitled under clause 35 (Salary structure – Academic Staff Members), clause 36 (Salary Structure – ELC Employees) or clause 37 (Salary Structure – Professional Employees) or clause 35.3 (Salary Structure – Teaching Focused Employees) of this Agreement.

40. ALLOWANCES

- 40.1 All listed allowances are rates that apply at the Commencement Date and will be increased in accordance with the following table:

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

- 40.2 General principles for University travel

- (a) All references to monetary amounts in this clause are on a GST-inclusive basis.
- (b) Where an Employee holds a University credit card, this should, unless otherwise directed, be used for all accommodation and travel expenditure.
- (c) Where a University credit card cannot be used, an Employee may request reimbursement for reasonable costs incurred or request a travel advance of up to 100% of the monetary limits for accommodation and meals as set out in clause 40.4 (Travel expenditure and reimbursement) below. An Employee must acquit a travel advance within two (2) weeks of completion of the travel.

- 40.3 Work related reimbursement

- (a) Employees shall receive reimbursement for work-related expenses up

to the monetary limits specified in this clause on the presentation of tax invoices for the expenditure incurred.

- (b) Employees shall also be entitled to claim reimbursement for actual expenditure on other essential items including transportation costs, reasonable telephone expenses and reasonable laundry/dry cleaning expenses upon the presentation of tax invoices.

40.4 Travel expenditure and reimbursement

- (a) Reasonable expenditure and/or reimbursement shall be in accordance with Table 1 of the relevant ATO Taxation Determination for travel in each relevant year. The University will include the current ATO Taxation Determination on its website.
- (b) Employees may pay for University business travel and obtain reimbursement of the expenditure following the completion of travel.
- (c) Where overnight accommodation is not paid for by an Employee, the Employee shall be entitled to claim reimbursement for meals and incidental expenses in accordance with the relevant ATO determination for travel, as set out at clause 40.4(a) above.
- (d) Where an Employee is attending a conference or function at the direction of the University, and accommodation plus meals is integral to the overall package, the University shall meet the packaged cost and the Employee shall also be entitled to claim reimbursement for essential items in accordance with clause 40.3 (Work related reimbursement).

40.5 Travel outside Australia

- (a) For travel outside Australia on official University business, an Employee shall be issued with a University credit card where possible for the payment of accommodation, meals and other essential items in accordance with clause 40.3 (Work related reimbursement). The reasonable amounts of expenditure on meals and incidentals is to be in accordance with the relevant ATO Taxation Determination for travel in the current year.
- (b) An Employee shall also be entitled to claim reimbursement for actual expenditure on accommodation, meals and other essential items, as set out in clause 40.3 above, where a University credit card was unable to be used.
- (c) The University may advance an Employee an amount of money to meet anticipated costs unable to be paid by a University credit card, associated with official University business travel outside of Australia. The advance for accommodation unable to be paid by a University credit card, should be based on a reasonable daily amount in the ATO

Taxation Determination and as agreed with the relevant Head of Budget Centre.

40.6 Vehicle reimbursement and kilometre allowance

(a) **Travel using a University vehicle or hire car**

- (i) When an Employee is required to use a vehicle for official University business, application shall ordinarily be made for use of a University vehicle (being from the permanently allocated fleet or the University's short-term hire car contract). Fuel costs for these vehicles will be paid for by the University.
- (ii) An Employee provided a vehicle in accordance with clause (i) above shall be entitled to claim reimbursement for actual expenditure on items such as breakdown repairs and the like, upon presentation of tax invoices.

(b) **Travel using an Employee's private motor vehicle**

- (i) Where an Employee's private motor vehicle meets the minimum safety requirements as outlined in the University's Driving guidelines, and is registered and comprehensively insured, in exceptional circumstances the Employee may request approval for use of the vehicle for University purposes.
- (ii) In respect of each journey for which the private motor vehicle is used, the Employee will be entitled to claim a kilometre allowance for actual distance travelled in accordance with the ATO work-related car expenses kilometre rates.

40.7 Meal cost reimbursement (Professional Employees)

(a) A Professional Employee who is required to work:

- (i) for more than two (2) hours beyond what should have otherwise been the Employee's normal finishing time; or
- (ii) on a Saturday, Sunday or Public Holiday without at least 8 hours' notice, and
- (iii) the work fully spans a meal period(s),

shall be entitled to claim reimbursement for actual expenditure on meals for an unpaid meal break during each period(s) in accordance with the relevant ATO Taxation Determination. The meal cost reimbursement would only apply where a meal has not been provided by the University.

(b) Meal periods are:

- (i) Breakfast 7:00am - 9:00am
- (ii) Lunch 12noon – 2:00pm

(iii) Dinner 6:00pm – 8:00pm

40.8 Camp allowance

- (a) Employees who are required to undertake field trips which involve overnight camping in tents or similar makeshift accommodation in places remote from home shall be entitled to claim a camp allowance of \$45.17 per night.
- (b) The Camp allowance is paid as compensation for inconveniences encountered, including but not limited to:
 - (i) carrying tents and equipment; and
 - (ii) travelling over rough terrain; and
 - (iii) working in severe climatic conditions,and shall be in lieu of travel allowance.
- (c) The University shall provide meals or the food necessary to prepare meals.

40.9 Seagoing allowance

- (a) Unless otherwise agreed, the relevant manager must pre-approve the seagoing voyage and the payment of Seagoing Allowance prior to the Employee commencing the voyage.
- (b) The Seagoing Allowance is only paid for those days of the voyage where work is required to be performed by the Employee.
- (c) The Seagoing Allowance shall be \$177.16 for each day or part day at sea.
- (d) An Employee in receipt of Seagoing Allowance shall not be additionally entitled to TOIL unless they are at sea on a Saturday or Sunday.

40.10 AMC crew allowance

- (a) In lieu of the Seagoing Allowance provisions provided in clause 40.9 (Seagoing allowance) above, an Employee permanently engaged as crew operating a University vessel shall receive an annualised Seagoing Allowance equal to 19% of the Employee's annual salary. This clause applies to any Staff member engaged as a member of the AMSA-required permanent crew, regardless of their employment type.
- (b) The AMC Crew Allowance is to recompense an Employee for up to fifty (50) days at sea, in a calendar year, involving overnight voyages for non-commercial and/or commercial work, and is in lieu of all other penalties such as shift allowances or overtime payments. Where fifty (50) days are exceeded in a calendar year, an Employee will be paid an additional 100% loading for each additional day at sea involving an overnight voyage, with a further day's salary payable for each Saturday, Sunday or public holiday at sea.

- (c) In lieu of the Seagoing Allowance provisions above, Employees engaged as crew operating a vessel by the University other than on a permanent basis shall receive a loading of 100% for each day at sea involving an overnight voyage.

40.11 Availability allowance

- (a) Employees who are directed by their Head of Budget Centre (or nominee) to hold themselves available to:
 - (i) return to work outside of ordinary hours within a reasonable time of being recalled; and/or
 - (ii) attend to telephone calls, outside of ordinary hours, as required, at a place other than a University campus,shall be entitled to be provided with a University-paid mobile phone and appropriate service plan when directed to be available.
- (b) Employees directed to be available are also entitled to claim an availability allowance paid through the University's payroll system of \$5.00 per hour, with a maximum of \$50.00 per day.

40.12 Designated First Aid Officer allowance

Employees who are appointed as designated first aid officers and hold appropriate accreditation in accordance with University guidelines shall be paid an allowance of \$767.86 per annum.

41. METHOD OF PAYMENT

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

42. RECOVERY OF MONEYS OWED BY EMPLOYEES

- 42.1 The University shall be entitled to make salary deductions in order to recover moneys owed by Employees arising from:
 - (a) relocation expenditure incurred on behalf of an Employee and which the University is entitled to recover due to the Employee terminating their employment without completing the requisite period specified in the offer of appointment;
 - (b) payment of leave in advance;
 - (c) payment of salary or allowances to which the Employee is not entitled; and/or
 - (d) payment of other expenditure to the benefit of the Employee to which the Employee is not entitled.

- 42.2 Before commencing to make a salary deduction, the University will:
- (a) provide to the Employee written details of the moneys owing and the reasons;
 - (b) make a reasonable attempt to reach agreement with the Employee on a suitable method of repayment from salary; and
 - (c) provide to the Employee written details of the repayment arrangements.

43. PROTECTIVE CLOTHING AND EQUIPMENT

- 43.1 Where an Employee works in a situation where protective clothing and equipment are required, the University shall supply and maintain such clothing and protective equipment.
- 43.2 The University shall be responsible for providing or subsidising any special clothing or equipment (e.g. tents, rucksacks, wetsuits) needed by Employees in the course of carrying out their duties.
- 43.3 The University may require the return of University property when an Employee's employment ceases.

44. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- 44.1 If, in the course of carrying out official duties, an Employee suffers loss or damage to personal property, and this loss or damage is caused:
- (a) by lack of reasonable care by the University or its Employees in the execution of their duties; or
 - (b) by a defect in the University's materials or equipment; or
 - (c) by the Employee, in the course of protecting the University's property from loss or damage,

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

PART E – POSITION AND CAREER DEVELOPMENT

45. PROBATION

45.1 Academic Staff Members

- (a) Probation is the commencement of the Performance and Career Development process for a new Academic Staff Member engaged on a continuing or fixed-term appointment.
- (b) A probationary period offers a period of mutual evaluation for the University and the probationary Academic Staff Member, during which time decisions on continuation of employment beyond the period of probation can be made.
- (c) The requirements for the confirmation of appointment will be outlined to the Academic Staff Member in their offer of employment.
- (d) Length of probation
 - (i) Unless the University determines otherwise:
 - a. Subject to clause 45.1(d)(i)(b.) an Academic Staff Member shall serve a period of probation of no more than 2.5 years.
 - b. An Academic Staff Member engaged as a Teaching Focused Employee shall serve a period of probation no more than twelve (12) months.
 - (ii) A shorter period may apply (or no probationary period applied at all) in consideration of the Academic Staff Member's:
 - a. prior service with the University;
 - b. academic standing and reputation; and/or
 - c. qualifications and/or experience.
 - (iii) Where a new Academic Staff Member is clearly performing at a high level and is likely to sustain that level, following a review of their performance in accordance with the Performance and Career Development process, the probation period may, in exceptional circumstances, be reduced by the University.
- (e) Probationary requirements
 - (i) The University will set core generic probationary requirements commensurate with the level of appointment and disciplinary norms for a new position in line with the University's performance expectations. Any individual requirements will be discussed and included in the action plan developed with the Academic Staff

Member's Supervisor within the first three (3) months of appointment, or where the Academic Staff Member is a Teaching Focused Employee, within six (6) weeks of appointment.

- (ii) Regular reviews will be conducted in accordance with the Performance and Career Development process by the Academic Probation Committee (APC).
 - (iii) The Supervisor will meet with the probationary Academic Staff Member twice per academic year (or in the case of Teaching Focused Employees, twice within the probationary period) to review performance against objectives and provide constructive feedback, coaching and mentoring and to identify development strategies where required.
 - (iv) Satisfactory performance will be mandatory for confirmation of appointment.
- (f) Academic Probation Committee
- (i) The Academic Probation Committee (APC) shall be comprised to include expertise in research, learning and teaching. It shall be chaired by the Deputy Vice-Chancellor Academic (or nominee) and include the Chair or Deputy Chair of Academic Senate (or nominee) and one representative from each College.
 - (ii) The APC may meet every six (6) months to consider probationary performance and career development plans and interim and final probationary reports.
 - (iii) The APC will, when considering the performance of a probationary Academic Staff Member, decide to:
 - a. support the continuation of probation when considering an interim probationary report;
 - b. confirm the appointment in accordance with the contract of employment;
 - c. in exceptional and extenuating circumstances, extend an Academic Staff Member's probationary period for a period not exceeding two (2) years (or in the case of a Teaching Focused Employee, not exceeding twelve (12) months). The APC must outline the performance and career development requirements needed to be met during the extended probationary period for the appointment to be confirmed; or
 - d. recommend that the Vice-Chancellor terminate the employment.
 - (iv) If a decision to terminate a probationary Academic Staff Member's employment is made, the Employee may appeal to the Vice-

Chancellor. The appeal will be considered by the Academic Probation Review Committee (APRC) which comprises the Vice-Chancellor (or nominee) as Chair, one Academic Staff Member elected by staff and one Academic Staff Member nominated by the Vice-Chancellor.

45.2 ELC and Professional Employees

A probationary period of reasonable duration may be applied to any Full-time or Part-time ELC or Professional Employee appointment. For continuing appointments, the probationary period shall normally be of not more than six (6) months' duration.

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

45.4 A review of the Employee's performance shall be conducted by the Employee's Supervisor mid-way through the initial probationary term. A probationary report shall then be prepared and signed by the relevant Head of Budget Centre, with the Employee then given the opportunity to sign in agreement and/or to include other comments in response. A copy of the final report shall then be provided to the Employee for retention.

45.5 At the end of the initial probationary period the appointment may either be confirmed, terminated or the probationary period extended. The following considerations apply:

- (a) If an extension of the probationary period is determined, the total period of any extension(s) shall not exceed the length of the initial probationary period and the Employee shall be provided with signed written advice of the reasons for the extension.
- (b) If it is proposed to terminate the appointment, the Employee must be advised of, and given an opportunity to make response to, any information about the Employee which the University intends to take into account in a decision to terminate the employment prior to the expiry of the period of probation or extend the probationary period the Employee shall be provided with signed written advice of the reasons.
- (c) At least one (1) month's notice shall be given to the Employee where it is decided to terminate the appointment, or payment in lieu where this would result in the probationary end-date being exceeded.
- (d) The provisions of Part G (Managing Performance) of this Agreement do not apply to Employees during a period of probation.

- (e) Nothing in this clause shall prevent the termination of a probationary appointment at any stage during the probationary term on account of underperformance or Serious Misconduct. Notice of termination shall be in accordance with clause 80 (Termination of Employment by the University – ELC and Professional) of this Agreement.

45.6 One (1) probation period – Professional and ELC Employees

When a Professional or ELC Employee is appointed to a similar position at the same classification level, the Employee's period of employment immediately prior to that appointment will be recognised as service with the University, without the need to serve a further probation period.

46. PERFORMANCE AND CAREER DEVELOPMENT

- 46.1 The University shall provide access to providing an ongoing range of career development programs and initiatives to advance skills, knowledge and career progression of professional staff.
- 46.2 The aim of performance and career development is to provide a framework to encourage the development and maintenance of a culture of continuous improvement within a productive, positive and harmonious work environment, where Employees and Supervisors work in partnership to achieve personal and professional goals aligned with the strategic and operational objectives of the University.
- 46.3 The process operates on a yearly cycle and is intended to be dynamic, ongoing and interactive between Employee and Supervisor in order to encourage trust and regular, open communication.
- 46.4 The performance and career development process supports this aim by:
 - (a) encouraging a culture of continuous learning and performance improvement;
 - (b) applying the principles of job clarity, constructive feedback, accountability and ongoing learning to the way that we work; and
 - (c) demonstrating the University's commitment to developing and retaining the talents of its staff.
- 46.5 The performance and career development process is a planning and review cycle that supports Employees to reach their full career potential through:
 - (a) the provision of professional development opportunities, both within and external to the local workplace;
 - (b) regular, meaningful performance conversations with their line manager and a process of giving and receiving feedback;

- (c) clearly identifiable and documented performance development plans that create an awareness of the Employee's contribution towards College/faculty/school/divisional and University goals; and
- (d) consideration of requests from Employees for particular professional development programs or courses as part of the performance development discussion.

46.6 If a performance and career development conversation has not occurred during the previous twelve (12) month period, an Employee may request that it occurs within a reasonable timeframe.

46.7 Eligibility

- (a) The University's performance and career development system applies to all Employees to which this Agreement applies, while the Agreement is in operation, except:
 - (i) Casual Employees;
 - (ii) Fixed-term Employees with a contract of less than twelve (12) months' duration; or
 - (iii) Employees with a Part-time appointment and Employment Fraction of less than 20%, unless the Employee has agreed with their Supervisor to be involved in the process.
- (b) Where an Employee has notified the University that they will retire during a performance and career development cycle, the Employee and Supervisor may agree to exempt the Employee from performance and career development processes for all or part of that particular cycle.

47. INCREMENTAL PROGRESSION

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

- (a) Notwithstanding clause 47.1 above, if an Employee's Supervisor fails to conduct a performance and career development review meeting and the Employee has not undergone any counselling for under-performance during the preceding twelve (12) month period, it shall be deemed that the Employee has attained satisfactory performance for the purposes of incremental progression.
- (b) Within the context of clause 47.1 above, 'satisfactory performance'

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

47.2 Professional Employees

- (a) For Professional Employees who are:
 - (i) Classified at HEO Level 1 and HEO Level 2, shall have automatic progression; and
 - (ii) Junior Employees, shall receive annual age-based increments on the anniversary of their birthday and shall transfer to the HEO scale on attaining twenty (20) years of age.

47.3 All Employees

- (a) Subject to clause 47.2(a)(ii) above, all Employees entitled to an increment increase shall have an incremental date of the first day of a full pay period following 1 March in the relevant year. Progression from one incremental point to the next will not occur where the Employee has been on their current incremental step for less than six (6) months (from 1 September of the previous year for the purpose of this clause).
- (b) Incremental progression shall only be awarded when an Employee has, over the preceding twelve (12) months:
 - (i) not been counselled for poor performance; or
 - (ii) not been or will not be on leave without pay for greater than half of the incremental progression year.

48. HIGHER DUTIES ALLOWANCE – ELC AND PROFESSIONAL EMPLOYEES

48.1 Introduction

- (a) To cover absences and Employee movements it is sometimes necessary for:
 - (i) a Professional Employee to perform all or part of the duties of a position classified at a higher HEO level; or
 - (ii) an ELC Employee to perform all or part of the duties of a management position classified at a higher level,for a defined period of time.
- (b) Where a Professional or ELC Employee is required to perform such duties for five (5) or more consecutive working days, the Employee shall, subject to clause 48.2 (Eligibility), be entitled to a higher duties allowance which reflects the increase in the level of duties and

responsibilities being undertaken.

48.2 Eligibility

- (a) Where an eligible Employee is directed to perform the duties of a position classified at a higher level, the Employee will be paid at the higher rate.

48.3 Period of performance of higher duties

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

48.4 Amount and conditions of payment

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

49. POSITION DESCRIPTIONS

- 49.1 All Full-time and Part-time positions shall have a position description, which will include reference to key tasks and duties, Level, reporting lines, and, for academics, workload allocation category. This document will normally require amendment from time to time to reflect changes in the nature of the work being performed, academic promotion, changes in reporting relationships, and position redesign. A review of the position description should normally occur as part of the annual performance and career development review process (as per clause 46 (Performance and Career Development)).
- 49.2 The current DWM Classification Descriptors and Enhanced Descriptors for Professional Employees form part of this Agreement. Professional positions will be classified in accordance with classification descriptors, having regard to position classification relativities within the University.
- 49.3 During the life of this Agreement the parties agree to commence a review of the Enhanced Descriptors and develop position descriptors for Research Assistants.

50. POSITION REDESIGN – ELC AND PROFESSIONAL

EMPLOYEES

- 50.1 Positions may be redesigned commensurate with the relevant classification level so as to more fully utilise the skills, interests and abilities of Employees with a view to improving the performance of the University and enhancing the job satisfaction of Employees by broadening the range of skills they use and expanding their career opportunities and job security. This may include accessing professional development or gaining additional skills. The parties are committed to this process. Where a position is to be redesigned, the incumbent Employee(s) concerned will be consulted before any changes to duties or responsibilities are decided.
- 50.2 Notwithstanding clause 49.1 and clause 49.2 above, changes to position descriptions must be approved by the Chief People Officer (or nominee) before they become effective.

51. RECLASSIFICATION CLAIMS – PROFESSIONAL EMPLOYEES

51.1 Introduction

- (a) A Professional Employee who considers the classification level assigned to their position does not properly reflect the duties and responsibilities of the position may request a reclassification review of their position. Alternatively, the relevant Head of Budget Centre may seek an upward reclassification of an Employee's position. Procedures to be followed are outlined on the People and Wellbeing Intranet page.
- (b) All applications for reclassification will be reviewed as soon as practicable following receipt by People and Wellbeing.
- (c) Reclassification claims, if successful, shall not be awarded retrospectively beyond the date of formal written application being received by People and Wellbeing. An application will not be deemed to have been received unless it is accompanied by a revised position description, both of which have been signed by the relevant Head of Budget Centre.

51.2 Decisions on claims

The classification level of a position subject to a reclassification claim in accordance with this clause (clause 51) will be determined by reference to the duties and responsibilities of the position, assisted by the University's Classification Descriptions and Enhanced Classification Descriptors for the relevant HEO levels. Regard shall also be had to other comparable positions within the University and their classification level.

51.3 Internal review mechanism

- (a) Where a Professional Employee or relevant Head of Budget Centre is dissatisfied with the reclassification decision and believes that the decision did not take full and proper account of all material facts, either the Employee or Head of Budget Centre may, within fourteen (14) days of being advised of the decision, apply for an internal review of the decision. The Employee and/or Head of Budget Centre must provide a reasoned case, in writing, setting out the basis for requesting an internal review.
- (b) Internal reviews shall be heard by a Reclassification Review Panel, which shall comprise three (3) representatives from the University and one delegate from each Union. The Reclassification Review Panel will meet twice a year in April and October to review and determine reclassification claims and shall provide a report with recommendations to the Chief People Officer, People and Wellbeing in respect of each claim. The Chief People Officer, People and Wellbeing will determine the claim having regard to the report provided, and shall advise the relevant Employee(s) and relevant Head of Budget Centre of the outcome within fourteen (14) days of receipt of the report.

51.4 External review by the Fair Work Commission

- (a) A Professional Employee who is dissatisfied with the internal review decision may, within fourteen (14) days of being advised of that decision, apply to the Fair Work Commission for a review of the decision not to grant the reclassification claim.
- (b) The Fair Work Commission shall determine whether or not the reasons for rejecting the reclassification claim were properly based, and shall do so by conciliation and/or arbitration. The decision of the Fair Work Commission shall be final. Clause 78 (Dispute Resolution Procedure) of this Agreement shall have no application to reclassification claims.

PART F – LEAVE ENTITLEMENTS

52. REQUIREMENTS RELEVANT TO LEAVE

- 52.1 All leave entitlements will be accrued and taken in accordance with an Employee's Employment Fraction.
- 52.2 Casual Employees do not accrue paid or unpaid leave entitlements other than those specifically provided for in the NES (unpaid compassionate leave and unpaid carer's leave) or this Agreement (clause 57 (Parental Leave) and clause 60 (Family Violence Leave)) and relevant long service leave legislation.

53. CHRISTMAS CLOSE DOWN PERIOD (GRACE DAYS)

- 53.1 The three (3) working days occurring during the period the University is closed between 25 December in one year and 1 January in the following year shall be provided as ex-gratia 'paid leave days' to Employees (other than Casual Employees) who are not required to work on those days.
- 53.2 The following requirements apply to the ex-gratia 'paid leave days' referred to in clause 53.1 above:
- (a) this entitlement applies until the Nominal Expiry Date of this Agreement;
 - (b) the ex-gratia days do not accrue from year to year; and
 - (c) an Employee required to work on one or more of the normal working days outlined above is not entitled to accrue time off in lieu or receive overtime payments.

54. ANNUAL LEAVE

- 54.1 Entitlement
- (a) For each year of service, a Full-time or Part-time Employee is entitled to accrue:
 - (i) four (4) weeks of paid annual leave; or
 - (ii) five (5) weeks of paid annual leave if the Employee is a Continuous Shiftworker.
 - (b) Annual leave accrues progressively during each year of service and accumulates from year to year.
 - (c) Annual leave is:
 - (i) exclusive of public holidays;

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

54.2 Annual leave in advance – Professional Staff

In special circumstances, and with prior approval of the relevant Head of Budget Centre, annual leave may be taken in advance of the date the leave becomes due. Such leave shall not exceed ten (10) working days.

54.3 Taking of leave

- (a) The Parties to this Agreement recognise the importance of taking leave on a regular basis to support Employees' overall health and wellbeing.
- (b) An Employee wishing to take annual leave shall submit an online application and obtain the relevant approval before the commencement of the leave.
- (c) Leave shall be taken at a time mutually convenient to the Employee and the relevant Head of Budget Centre. Annual leave approvals will not be unreasonably withheld. In the event that leave is not approved the Employee will be provided with the reasons as to why the leave was not approved.
- (d) Prepayment of annual leave will only be approved in exceptional circumstances, which may include overseas travel, compassionate grounds or financial hardship.
- (e) Professional Employees
Time off in lieu of overtime shall normally be taken prior to annual leave being debited, unless otherwise specifically authorised by the Head of Budget Centre.
- (f) Academic Staff Members
Prior to the end of May in each year, an Academic Staff Member is required to apply for twenty (20) days' annual leave during that calendar year, which will not normally include leave during the main teaching terms. Approved leave may be subject to subsequent variation at the request of the Employee.
- (g) ELC Employees
Prior to the end of May in each year, an ELC Employee is required to provide an indication of when in the next financial year they plan to take their twenty (20) days' annual leave, which will not normally include leave during more than one teaching module.

54.4 Cancellation of annual leave

- (a) In exceptional circumstances, the relevant Head of Budget Centre may cancel the leave of an Employee or recall the Employee from leave.
- (b) If the Employee is likely to suffer monetary loss as a result, the Employee shall advise the relevant Head of Budget Centre. Should the Head of Budget Centre still wish to cancel the leave or recall the Employee, the Employee shall be entitled to be paid for reasonable losses incurred.
- (c) Notwithstanding clause 54.4(b) above, provided that leave may not be cancelled nor an Employee be recalled from leave, without their consent, if the effect of such cancellation or recall is that they would not be able to take a total of four (4) weeks' annual leave in that year of service.

54.5 Leave on termination of employment

- (a) On termination of employment, an Employee shall receive payment for all untaken annual leave. The University will pay the Employee the amount that would have been payable to the Employee had the Employee taken the period of leave.
- (b) A Fixed-term Employee shall normally be required, as part of the contract of employment, to exhaust accrued annual leave prior to the end date of the appointment.

54.6 Payout of annual leave during the course of employment

- (a) An Employee may apply in writing to the relevant Head of Budget Centre to seek a lump-sum Salary payment in lieu of their accrued annual leave.
- (b) The minimum payout of accrued annual leave is five (5) days.
- (c) A minimum balance of four (4) weeks accrued annual leave must be retained.
- (d) Each application will be considered by the relevant Head of Budget Centre (or nominee) having regard to the leave history and future leave bookings of the Employee.

54.7 Management of excess annual leave

- (a) If an Employee's accrued annual leave entitlement exceeds six (6) weeks, the University may provide the Employee with at least eight (8) weeks' notice that they must take annual leave to eliminate the excess leave, but only if the request is reasonable.
- (b) Prior to giving a direction to an Employee to take excess annual leave, the University and Employee will confer in an attempt to reach agreement on how to reduce or eliminate the excess leave accrual.
- (c) The Employee will be given the opportunity to provide a leave proposal

to the Head of Budget Centre within the notice period. Review and discussion of an Employee's leave proposal may take up to four (4) weeks.

- (d) If the University has genuinely tried to reach agreement with an Employee under clause 54.7(b), but agreement is not reached (including because the Employee refuses to confer or fails to provide a leave proposal), the University may direct the Employee in writing to take one (1) or more periods of paid annual leave provided the direction:
 - (i) does not require the Employee to reduce their annual leave accrual below four (4) weeks;
 - (ii) does not require the Employee to take any period of paid annual leave of less than one (1) week;
 - (iii) does not require the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than twelve (12) months, after the direction is given; and
 - (iv) is not inconsistent with any leave arrangements agreed by the University and the Employee.
- (e) The Employee must take paid leave in accordance with a direction under clause 54.7(d) that is in effect.

54.8 Personal/carer's leave or community service leave while on annual leave

- (a) An Employee may apply for and be granted personal / carer's leave and/or community service leave while on annual leave, in accordance with the NES.
- (b) An Employee applying for personal / carer's leave and/or community service leave must:
 - (i) notify the University of their application for an alternative form of leave as soon as practicable; and
 - (ii) provide:
 - a. in the case of personal / carer's leave, supporting medical evidence; or
 - b. in the case of community service leave, evidence that the Employee was engaged in a community service activity in accordance with the NES requirement.
- (c) The Employee's annual leave balance shall be recredited by the amount of personal / carer's leave and/or community service leave taken during the approved annual leave period.

55. LONG SERVICE LEAVE

55.1 Entitlement to long service leave

The long service leave entitlement is:

- (a) after the completion of ten (10) years of continuous service with the University or other service recognised under clause 55.9 (Recognition of service with another employer); and
- (b) 6.5 working days paid leave for each completed year of service.

55.2 Continuous service

- (a) For the purposes of long service leave eligibility, “continuous service” will not be regarded as being broken:
 - (i) where a break between periods of employment (including periods of casual employment) is of no more than four (4) months duration;
 - (ii) should an Employee give birth to a child:
 - a. during a period of fixed-term employment with the University, providing that the Employee resumes employment with the University within two (2) years following the date of birth;
 - b. not more than twelve (12) weeks after cessation of employment with the University, providing that the Employee resumes employment with the University within two (2) years following cessation.
- (b) 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.

55.3 Application to take long service leave

- (a) An Employee wishing to take long service leave shall obtain the prior approval of the relevant Head of Budget Centre before the commencement of the leave.
- (b) Applications and approvals shall be submitted to People and Wellbeing through the online leave application process.
- (c) Applications for leave of:
 - (i) less than four (4) weeks leave should be lodged with the relevant Head of Budget Centre not less than three (3) months before the date on which the leave, if approved, is to commence; or
 - (ii) four (4) weeks or more should be normally lodged with the relevant Head of Budget Centre not less than six (6) months before

the date on which the leave, if approved, is to commence.

- (d) The relevant Head of Budget Centre and Employee may agree lesser periods of notice.

55.4 Taking long service leave

- (a) Long service leave is to be taken:
 - (i) at time(s) both convenient to the Employee and the operational requirements of their Budget Centre and may be taken in one period or more than one period.
 - (ii) at a time of the Employee's choosing, provided that at least three (3) months' notice is given; and
 - (iii) within two (2) years of such notice.
- (b) The relevant Head of Budget Centre may direct an Employee to reduce their long service leave balance to sixty-five (65) or more working days by giving at least three (3) months' notice of the date upon which leave shall commence. Before giving such a direction, the relevant Head of Budget Centre shall meet with the Employee to discuss the Employee's preferences as to the time of taking such leave.
- (c) Disputes related to the reasonableness of a direction under clause 55.4(b) shall be considered in accordance with clause 78 (Dispute Resolution Procedure) of this Agreement. In resolving such a dispute, regard shall be had, amongst other things, to previous applications for long service leave and the reasons for rejection of any such applications.

55.5 Entitlement upon termination of employment

- (a) An Employee who has accrued an entitlement to long service leave shall be entitled to payment in lieu of long service leave not taken if the Employee's employment is terminated, whether at the initiative of the University or the Employee.
- (b) Notwithstanding clause 55.5(a) above, an Employee is entitled to a payment in lieu of pro-rata long service leave upon termination of employment where the Employee has completed between seven (7) and ten (10) years' Continuous Service with the University and their employment is terminated due to the Employee:
 - (i) suffering an illness or injury of such a nature as to justify the termination of the employment, whether at the initiative of the University or the Employee;
 - (ii) resigning on account of domestic or other pressing necessity; or
 - (iii) having their employment terminated by the University other than for Serious Misconduct.
- (c) A pro-rata payment on termination will be payable to an Employee's

estate in the event of the Employee dying where the Employee has had at least four (4) years' continuous service with the University.

55.6 Long service leave on half pay

- (a) An Employee may apply to take a continuous period (minimum of five (5) days) of long service leave on half pay, with the taking of such leave resulting in a debit of the long service leave entitlement equal to one-half of the period taken.
- (b) Each application for long service leave on half pay will be considered on its merits and approval will be subject to the operational requirements of the relevant Budget Centre.
- (c) Where leave on half pay is granted, the Employee shall be responsible for any additional superannuation costs.

55.7 Long service leave on double pay

- (a) For the purpose of reducing an Employee's long service leave balance, the Employee may apply to the relevant Head of Budget Centre to take long service leave on double pay, in exchange for a double debit to their long service leave balance.
- (b) Each application will be considered on its merits by the relevant Head of Budget Centre in consultation with the Executive Dean/Head of Division. Approval will be subject to the operational requirements of the Budget Centre.
- (c) For the purposes of this clause (clause 55.7), "double pay" means payment of a non-superannuable allowance equal to, and in addition to, normal Salary payable whilst on long service leave.

55.8 Payment in lieu of taking long service leave

An Employee may apply to the relevant Head of Budget Centre for a payment in lieu of part or all of their accrued long service leave entitlement which, at the time of exercising the option, is in excess of twenty-five (25) days.

55.9 Recognition of service with another employer

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

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

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

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

An Employee may claim personal/carer's leave or community service leave during a period of approved long service leave in accordance with the requirements of clause 54.8 (Personal/carer's leave or community service leave while on annual leave) above.

56. PUBLIC HOLIDAYS

56.1 Holiday entitlement

- (a) Employees shall not normally be required to work on the public holidays observed under this Agreement.
- (b) Employees may be required to work on a public holiday if it falls on their regular rostered shift.

56.2 Prescribed public holidays

- (a) Employees (excluding Casual Employees) are entitled to public holidays without loss of pay as outlined in the relevant state and territory legislation where an Employee resides, where the public holiday occurs on a day the Employee would normally work. Employees who reside in Tasmania are paid holidays in accordance with the *Statutory Holidays Act 2000* (Tas). Employees residing outside of Tasmania are paid public holidays in accordance with relevant state and territory legislation where they reside. Employees (except Casual Employees) receive a paid public holiday for Easter Tuesday, provided they would normally work on this day.
- (b) Annually the University will publish the relevant public holidays on the University of Tasmania Intranet site.

56.3 Alternative holidays by agreement

By agreement between an Employee(s) and the University, an alternate day may be substituted for any of the prescribed public holidays (clause 56.2 above).

56.4 Working on public holidays

- (a) The University may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse such a request if the requirement is not reasonable or if the refusal is reasonable.
- (b) Professional Employees, other than Casual Employees, who work on a

public holiday will receive time off in lieu, except where overtime payment is claimed.

57. PARENTAL LEAVE

57.1 Definitions

The following definitions apply to this clause:

Child	A child (or children from a multiple birth) born to an Employee or an Employee's Spouse; or a child (or children) who is placed with an employee through an adoption, long-term foster care, surrogacy arrangement or legal guardianship arrangement.
Date of birth	includes the expected date of birth of the child.
Date of adoption	includes the expected date of placement of the child.
Day of placement	is the earlier of the day on which the Employee first takes custody of the child for adoption, surrogacy or foster care, or the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption, surrogacy or long-term foster care.
Eligible Casual Employee	means a Casual Employee who has been employed on a regular and systematic basis during the twelve (12) months immediately prior to the Date of birth or Date of adoption or Date of placement.
Eligible Employee	means a Continuing Employee, Fixed-term Employee or Eligible Casual Employee whose employment commenced at least twelve (12) months prior to the Date of birth or Date of adoption or Date of placement of the child.
Long-term foster care or legal guardianship	Establishing a child or children in a new living environment, whether through foster arrangements or legal guardianship arrangements.
Parental leave	includes both paid and unpaid parental leave.
Parental leave period	Means the period of parental leave provided at clause 57.4(c)(i) (Paid Parental Leave)

Substantive Employment Fraction	Means the fraction the employee is employed at or any subsequent permanent changes to their employment fraction.
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57.2 Eligibility requirements

- (a) Eligible Employees are entitled to the entitlements of this clause if the parental leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's Spouse or via a surrogate arrangement; or
 - (ii) the placement of a child with the Employee for adoption or long-term foster care or legal guardianship and the child is under eighteen (18) years of age at the day of placement.
- (b) Eligible Casual Employees will be entitled to unpaid parental leave only.
- (c) Employees whose employment commenced less than twelve (12) months prior to the Date of birth or Date of adoption will be entitled to unpaid parental leave.

57.3 Unpaid parental leave

- (a) Employees who are not eligible for paid parental leave will be eligible for unpaid parental leave of up to twelve (12) months' duration in relation to the birth or placement of a child if the Employee has (or will have) responsibility for the care of the child.
- (b) Leave taken by the Employee and the Employee's Spouse must not overlap except for a period of up to eight (8) weeks from the Date of birth or Date of placement of the child. Longer periods of leave may be taken concurrently by Employee parents upon approval from the Budget Centre.
- (c) The combined period of parental leave of the Employee and the Employee's Partner following the birth of the child must not exceed twenty-four (24) months' duration.

57.4 Paid parental leave

- (a) An Eligible Employee is entitled to a maximum of twenty-six (26) weeks paid parental leave in relation to the birth or placement of each child.
- (b) An Eligible Employee who becomes pregnant is normally required to commence parental leave six (6) weeks prior to the nominal expected birth of a child. A later commencement date is possible if the Employee is declared fit for duty, which is supported by a medical certificate.
- (c) Paid parental leave is available as follows:
 - (i) The Primary Care Giver shall be entitled to:

An initial fourteen (14) week period	Paid at the Employee's: <ul style="list-style-type: none"> • Substantive Employment Fraction; and • ordinary rate of pay.
An additional twelve (12) week period	If the Employee commits to return to work for a period of twenty-six (26) weeks following the period of parental leave (the "Recommitment period"). Paid at the Employee's: <ul style="list-style-type: none"> • Substantive Employment Fraction; and • ordinary rate of pay.

- (d) The Substantive Employment Fraction does not include any temporary changes to the Employee's Employment Fraction arising as a consequence of the pregnancy.
- (e) If the Employee's current contract of employment will end within the Recommitment period following the parental leave period, an entitlement to the additional twelve (12) weeks' parental leave will be on the basis of a commitment to work out the balance of the current contract and to accept any offers of extension of employment which would enable the Employee to continue employment during the twenty-six (26) week period following the return to work. The twelve (12) week amount shall be repayable on a pro rata basis if the Employee resigns their employment, or does not accept an offer of extension of employment, with effect prior to the end of such twenty-six (26) week period following the return to work other than on account of illness or domestic or other pressing necessity (which is over and above expected domestic care responsibilities).
- (f) Part or all of the Employee's paid parental leave entitlement may be transferred to, and taken by, the Employee's Spouse provided that:
- (i) the Employee's Spouse is also employed by the University and meets the eligibility requirements prescribed by clause 57.2 (Eligibility Requirements) above; and
 - (ii) by agreement with the Employee, the Employee's Spouse will be the Primary care-giver of the child for the relevant period; and
 - (iii) repayment by the Employee's Spouse on the same basis as provided for by clause 57.4(c) will be required where the Employee takes a period of paid parental leave but does not return to work for a period of twenty-six (26) weeks thereafter.

57.5 Parental leave within the initial twelve (12) month period

- (a) An Employee who has applied for a period of parental leave that is less than twelve (12) months may extend that leave up to a total period of twelve (12) months by giving the University written notice of the extension at least four (4) weeks before the end date of the original leave period.
- (b) Further extension(s) within the initial twelve (12) month period will only be possible by agreement with the University.

57.6 Parental leave beyond the initial twelve (12) month period

- (a) An Employee may request a further period of parental leave of up to twelve (12) months immediately following the initial twelve (12) month period for taking parental leave.
- (b) The request must be in writing, and must be given to the University at least four (4) weeks before the end of the initial twelve (12) month parental leave period.
- (c) The University may refuse the request on reasonable business grounds and shall provide the Employee with a written response (within twenty-one (21) days of the request) specifying reasons for the refusal.

57.7 Leave where the Employee is not the Primary Care Giver (partner leave)

- (a) An Employee who is not the Primary care-giver of the child shall be entitled to partner leave, which consists of:
 - (i) up to fifteen (15) days' paid leave in relation to the birth or placement of a child to the Employee's Spouse; and
 - (ii) ten (10) days' unpaid partner leave.
- (b) Partner leave is to be taken within the first twelve (12) months of the birth or placement of the child, and can be taken in a continuous period or flexibly.
- (c) If the Employee becomes the Primary care-giver, any leave already taken under this category would reduce the balance of the parental leave by the amount of paid partner leave days already taken.

57.8 Placement-related leave

- (a) Leave prior to the expected date of placement of the child
 - (i) An Employee shall be entitled to up to two (2) days' paid placement-related leave for the purpose of attendance at interviews or examinations relating to the placement of a child.

57.9 Paid surrogacy leave

- (a) Employees who give birth to a child in a surrogacy arrangement are

entitled to six (6) weeks paid surrogacy leave for the purpose of childbirth and recovery.

57.10 Use of other leave entitlements

- (a) Employees may use their entitlement to any of the following to cover all or part of the period of unpaid parental leave:
 - (i) annual leave;
 - (ii) long service leave; and
 - (iii) time off in lieu of overtime or excess hours worked.
- (b) Personal leave will not normally be granted during the period of paid parental leave. However, it may be granted at the discretion of the Chief People Officer on production of medical advice showing that the pregnancy or immediate post-natal period is not proceeding normally or that the Primary care-giver is suffering from an illness or injury unrelated to the pregnancy. In such circumstances the period of paid parental leave shall be extended by the period of personal leave.

57.11 Where pregnancy does not result in the birth of a living child

- (a) An Employee or Employee's Spouse whose pregnancy, having proceeded for a period of not less than twenty (20) weeks, is terminated or does not result in the birth of a living child, shall be entitled to paid and unpaid leave on the same basis as parental leave and paid partner leave as provided above. The Employee is also entitled to compassionate leave.
- (b) An Employee or an Employee's Spouse whose pregnancy terminates before they have been pregnant for a period of twenty (20) weeks is eligible for personal leave and compassionate leave. The Employee is also entitled to unpaid special parental leave by giving the University notice that they wish to take such leave. The notice must be given to the Chief People Officer as soon as practicable and include the period, or expected period, of the leave. The University may request evidence to support the application for leave.

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

- (a) Where a pregnant Employee is fit for work, but illness or risks arising out of pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for them to continue in their current position:
 - (i) the duties of the position will be modified; or
 - (ii) the Employee will be transferred to a safe position at the same classification level and remuneration; or
 - (iii) the Employee will receive leave on full pay;

for the duration of the risk period.

- (b) Where an Employee's position is modified, or where an Employee is transferred to a safe position in accordance with clauses 57.12(a)(i) and (a)(ii) above, all other terms and conditions of employment will be maintained.

57.13 Reducing period of parental leave

An Employee who has started a period of parental leave may, by agreement with the University, reduce the period of parental leave they take.

57.14 Variation to working hours

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

57.15 No reduction of entitlements

The provisions of this Agreement shall not operate to reduce the entitlement of an Employee to parental leave under the NES or under the *Paid Parental Leave Act 2010* (Cth).

58. PERSONAL/CARER'S LEAVE

58.1 Taking personal/carer's leave

Staff members are entitled to personal leave:

- (a) if they are unfit for work because of an illness, or injury that affects them; or
- (b) to provide care or support to a member of a staff member's immediate family, or a member of their household (including Kinship Care), who requires care or support because of:
 - (i) an illness, or injury; or
 - (ii) an unexpected emergency.

58.2 Paid personal leave

- (a) If a staff member is Full-time, they will accrue twenty (20) working days per year. This leave will accrue on a fortnightly basis and there will be no limit on the balance an employee can accrue.
- (b) Part-time staff members will accrue twenty (20) working days per year paid on a pro rata basis. This leave will accrue on a fortnightly basis and there will be no limit on the balance an employee can accrue.

- (c) Fixed-term staff members will accrue ten (10) working days per year. This leave will accrue on a fortnightly basis and there will be no limit on the balance an employee can accrue.
 - (i) Fixed-term staff members who have been continuously employed for more than six (6) years will be entitled to personal/carer's leave in accordance with clause 58.2.
 - (ii) An employee who has completed six (6) years of continuous service and is commencing their seventh year will have their personal leave balance at that time confirmed as the starting point for accrual as per clause 58.2(a) – clause 58.2(c)(i). Any accruals beyond this time will be added to this balance.
- (d) Where a public holiday occurs during a period of personal leave, that day does not count as a period of personal leave.
- (e) If a staff member is eligible for paid personal leave during a period of annual leave, upon application, the staff member will be re-credited the annual leave for each day they are eligible for paid personal leave upon providing a medical certificate for the period to be re-credited.

58.3 Transition to accrual method

- (a) Triennium renewals due in the period 1 March 2023, to 30 June 2025, will be brought forward to 1 March 2023, for each ongoing employee, replacing existing Personal Carers leave entitlements.
- (b) From 1 March 2023, all ongoing Employees will accrue twenty (20) days per annum:
 - (i) on top of their new entitlement; and
 - (ii) accruing fortnightly.
- (c) It is expected that this clause 58.3 will be removed in any future Staff Agreements.

58.4 Unpaid carer's leave

All staff members are entitled to two (2) days of unpaid carer's leave for each occasion where they are required to be absent from work in circumstances described in clause 58.1(b) above.

59. NOTICE AND EVIDENCE

59.1 Notice of absence

- (a) An Employee claiming personal/carer's leave, or unpaid carer's leave shall provide the University with as much notice as practicable of the commencement of that leave, and advise their Supervisor and/or relevant Head of Budget Centre 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; and
 - (iii) in the case of carer's leave or unpaid carer's leave, the Employee's relationship to the person being cared for.
- (b) The University may decline to pay personal/carer's leave if notice is not received without apparent good cause, or the Employee cannot demonstrate reasonable attempts to provide such notice.

59.2 Evidence

- (a) An Employee shall be entitled to a total of five (5) days' of personal/carer's leave in each calendar year (pro rata if not employed for a full calendar year) without the need to produce medical evidence.
- (b) Notwithstanding clause 59.2(a) above, medical evidence may be required by the University for health-related absences (in respect of the Employee or the person being cared for) where the absence is three (3) consecutive days or longer.

- (c) Dental and medical appointments

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

60. FAMILY VIOLENCE LEAVE

- 60.1 Family violence includes physical, sexual, financial, verbal or emotional abuse by an Immediate Family member.
- 60.2 This clause (clause 60 – Family Violence Leave) applies to all Employees, including Casual and Fixed-term Employees.
- 60.3 An Employee, including an Employee who is supporting an Immediate Family member or household member, in a family violence situation may access family violence leave.
- 60.4 An Employee may access up to ten (10) days of paid family violence leave per year. An Employee who requires additional family violence leave may utilise their personal / carer's leave accrual.
- 60.5 Family violence leave is not cumulative from year to year.
- 60.6 Where the University requires an Employee to confirm the reason for the absence, the Employee will provide evidence in the form of a document

issued by the Police, a Court, a Registered Medical Practitioner, a Family Violence Support Service or a Lawyer.

- (a) The University will take steps to ensure information the Employee has given is treated confidentially.

61. COMPASSIONATE LEAVE

61.1 An Employee is entitled to two (2) days of compassionate leave for each occasion where:

- (a) a member of the Employee's Immediate Family, or a member of the Employee's household:
 - (i) contracts or develops an illness that poses a serious threat to their life; or
 - (ii) sustains an injury that poses a serious threat to their life; or
 - (iii) dies (in which case the entitlement shall be to three (3) days of compassionate leave).
- (b) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive (this is in addition to paid parental leave); or
- (c) the Employee, or the Employee's spouse, has a miscarriage.

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

61.3 Upon request by the relevant Head of Budget Centre, evidence of the circumstances warranting compassionate leave shall be provided to the University as is reasonable in the circumstances.

61.4 Compassionate leave may also be approved in substitution for annual leave or long service leave already approved, and the Employee's annual leave or long service leave balance re-credited by the same amount of compassionate leave granted. The period of annual leave or long service leave already approved will not be automatically extended and an Employee will need to apply for any such extension to the period of leave.

62. COMMUNITY SERVICE LEAVE

- 62.1 An Employee has an entitlement to take community service leave in accordance with sections 108 to 112 of the Act.
- 62.2 Community service leave includes:
- (a) jury service (including attendance for jury selection); and
 - (b) participation in a voluntary emergency management activity that involves dealing with an emergency or natural disaster as part of a recognised emergency management body.
- 62.3 The period of community service leave provided for a voluntary emergency management activity may include:
- (a) time when the Employee engages in the activity;
 - (b) reasonable travelling time associated with the activity; and
 - (c) reasonable rest time immediately following the activity,
- provided that an Employee's absence due to participation is reasonable in all the circumstances.
- 62.4 All community service leave shall be on full pay.

63. ABORIGINAL AND/OR TORRES STRAIT ISLANDER CULTURAL LEAVE

- 63.1 The University acknowledges that participation of Aboriginal and/or Torres Strait Islander Employees in cultural or ceremonial activities enhances the University's engagement with the Aboriginal community and the effectiveness of Aboriginal and/or Torres Strait Islander people as Employees, and the contributions that they bring enriches the University.
- 63.2 In order to assist Aboriginal and/or Torres Strait Islander Employees to fulfil cultural responsibilities that are not related to their employment, the University supports Aboriginal and/or Torres Strait Islander Employees by providing five (5) days paid Aboriginal and/or Torres Strait Islander cultural leave annually (in addition to other leave provisions), for the purposes of fulfilling ceremonial/cultural obligations at the University, that may include:
- (a) relevant cultural events (such as Mannalargenna Day), National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week, community events, initiation, birthing and naming, smoking or cleansing, sacred land or sea ceremonies;
 - (b) Parting, funerals and Sorry Business (bereavement leave) for an

Immediate Family member, inclusive of traditional kinship relationships of equivalent significance. For Immediate Family, this is in addition to existing leave provisions under this Agreement; and

- (c) other compassionate or other appropriate grounds as determined by the relevant Head of Budget Centre or Supervisor. Where appropriate, guidance will be provided through the Office of the Pro Vice-Chancellor Aboriginal Leadership.

63.3 Applications for leave under this clause should be made with reasonable advance notice.

64. SPECIAL LEAVE WITH AND WITHOUT PAY

64.1 Special leave with pay

A Head of Budget Centre may, in special circumstances, grant a Continuing or Fixed-term Employee special leave of absence on full pay up to five (5) working days in any one (1) calendar year.

64.2 Special leave without pay

- (a) A Head of Budget Centre may, in special circumstances, grant a period of special leave without pay to a Continuing Employee or Fixed-term Employee under such conditions as considered appropriate. Extended periods of leave without pay will only be granted where exceptional circumstances exist.
- (b) Where an Employee is granted special leave without pay for any discrete period greater than twenty (20) working days, that leave shall not be regarded as service for the purpose of accrual of annual leave and long service leave.

65. GENDER AFFIRMATION LEAVE

65.1 The University is committed to supporting Employees to affirm their gender (transitioning) in a safe, positive and inclusive manner.

65.2 Where a Continuing or Fixed term Employee is transitioning from one gender to another (or is otherwise defining their gender), the Employee is entitled to up to thirty (30) days' paid leave (based on the Employee's ordinary hours of work) per annum which does not accrue from year to year.

65.3 Employees affirming (transitioning) their gender are further supported by the provisions set out within the University's Gender Transition/Affirmation Guideline document available on the University Intranet.

66. DEFENCE RESERVE LEAVE

- 66.1 All Continuing Employees and Fixed-term Employees required to undertake Full-time service in the Defence Force Reserve shall be entitled to such necessary leave of absence to fulfil their commitments on full pay for up to ten (10) working days in each calendar year. In order to qualify for this paid leave, a Defence Reservist must provide to the University reasonable advance notice of the service they are required to undertake.
- 66.2 Defence Reserve leave shall be counted as service for all purposes.
- 66.3 Additional discretionary Defence Reserve leave may be granted by the Chief People Officer.

67. TRADE UNION TRAINING LEAVE

- 67.1 An Employee who is a nominated Union delegate is entitled to leave on full pay for up to five (5) working days in each calendar year for the purpose of attending trade union courses or seminars, subject to the following conditions:
- (a) that the operating requirements of the University permit the granting of such leave;
 - (b) that the delegate makes an application with reasonable notice of a minimum of two (2) weeks;
 - (c) that the scope, content and level of the courses are such as to contribute a better understanding of industrial relations or the Employee's role representing other Employees; and
 - (d) a Union delegate is entitled to five (5) additional leave days to undertake further training should the requirement for the delegate training exceed five (5) days per year. To seek approval, the Union delegate will be required to notify the Chief People Officer, by email at least two (2) weeks prior to the commencement of the leave to enable approval of the arrangement.

68. SEAGOING LEAVE – AMC CREW

Employees engaged as crew operating a vessel by the Australian Maritime College shall, in addition to receiving seagoing allowance in accordance with clause 40.10 (AMC Crew Allowance) be credited with an additional day of annual leave for any day or part day at sea (or in a port other than base whilst on ship-keeping duties) to compensate for the requirement to be at sea on weekends and public holidays.

69. STUDY AND EXAMINATION LEAVE

69.1 ELC and Professional

(a) Courses undertaken at the option of the Employee

- (i) Continuing Employees, and in special circumstances Fixed-term Employees, may, subject to approval by the relevant Supervisor, be provided with up to five (5) hours' time off on full pay each week (to be treated as on-duty time) to attend classes or examinations in approved courses relevant to their existing job role or for succession planning purposes.
- (ii) Where an Employee wishes to repeat subjects failed in the preceding year (for which time-off was granted), time to attend classes or examinations may be made conditional upon such time-off being taken, either wholly or in part, as time-off in lieu of overtime or excess hours worked, at the discretion of the relevant Head of Budget Centre.

(b) Courses undertaken as required by the University

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

69.2 Academic

(a) Study leave eligibility – recognition of prior service

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

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

70. PURCHASE OF EXTRA LEAVE

70.1 All Employees (other than Casual Employees) may apply annually for between five (5) and twenty (20) days of extra paid leave at the Employee's current Employment Fraction, which shall accrue during a twelve (12) month period starting on the first day of the pay period that the application is approved.

- 70.2 An Employee will be ineligible to purchase extra leave if they have an annual leave balance exceeding six (6) weeks (pro rata for Part-time Employees), at the time of application.
- 70.3 An application to purchase extra leave shall be determined by the relevant Head of Budget Centre, having regard to operational needs. Upon the application being approved, the Employee's salary shall be reduced by a percentage amount equal to the pay applicable to the number of days approved, spread equally over the twelve (12) month period.
- 70.4 Superannuation contributions during the twelve (12) month period will be based on the Employee's reduced salary rate unless the Employee chooses to top up both the Employee and University superannuation contributions to their normal levels.

PART G – MANAGING PERFORMANCE

71. PROCEDURAL FAIRNESS REQUIREMENT

- 71.1 When formally managing performance, Misconduct and/or Serious Misconduct matters in accordance with this Part, the University will observe the principle of procedural fairness by:
- (a) providing the Employee:
 - (i) with details of the alleged unsatisfactory performance, Misconduct or Serious Misconduct;
 - (ii) reasonable advance notice of any proposed meeting(s); and
 - (iii) a reasonable opportunity to respond to any performance concerns allegations, evidence and other materials relevant to the allegations, and provide information and responses including any mitigating circumstances they want taken into account.
 - (b) conducting meetings in a private setting and in a respectful and courteous manner.
- 71.2 All decisions by the University to discipline or terminate an Employee must be in accordance with this Part G (Managing Performance) or Part J (Termination of Employment). The principles of natural justice will be afforded in all cases; however, disciplinary action taken in accordance with this Part shall not be invalidated due to minor procedural deficiencies.
- 71.3 An Employee may appoint a representative for the purposes of the procedures in this Part. The Employee's Supervisor and/or relevant Head of Budget Centre may be accompanied or assisted by a representative from the University's People and Wellbeing team or a person nominated by the Chief People Officer, People and Wellbeing.
- 71.4 Disciplinary action should be used as a last resort. An Employee's Supervisor must make every effort to resolve instances of possible unsatisfactory performance or Misconduct (that would not constitute Serious Misconduct) through:
- (a) guidance;
 - (b) counselling;
 - (c) performance and career development (including changes to work allocation);
 - (d) at the request of an Employee, consultation with the Employee's colleagues,
- before any formal processes are undertaken under this Part.

72. SUSPENSION FROM DUTIES

- 72.1 Nothing in this Part shall prevent the Chief People Officer (or nominee) from suspending an Employee with pay pending completion of an investigation into possible Serious Misconduct by the Employee.
- 72.2 During any period of suspension, the Employee may be excluded from the University, provided that they shall be permitted reasonable access to the University for the preparation of their case and to collect personal property.

73. MANAGING PERFORMANCE

- 73.1 Under-performance may be managed either:
- (a) informally; and/or
 - (b) formally.
- 73.2 The requirements of this clause (clause 73) do not apply to probationary Employees.
- 73.3 Informal performance management
- An Employee's Supervisor will make reasonable effort to manage performance concerns or unsatisfactory performance by first undertaking informal performance management. Informal underperformance management involves the Employee's Supervisor:
- (a) discussing the matter informally with the Employee;
 - (b) providing guidance, instructions, professional development, training and other support to assist the Employee to improve their performance to the required standard; and
 - (c) specifying the timeframe within which the reasonable improvement can be expected.
- 73.4 Formal performance management – general requirements
- (a) In circumstances where an Employee's Supervisor remains dissatisfied with the Employee's work performance, the Supervisor will advise the Employee in writing that they are to be counselled under these procedures and arrange a meeting with the Employee to formally discuss the performance matters.
 - (b) The outcomes of a counselling meeting held in accordance with clause 73.4(a) above shall be documented and provided to the Employee. The documentation shall set out the performance issue(s), relevant evidence, the standard of performance to be achieved, steps to be taken to achieve satisfactory performance and a reasonable timeframe in which relevant steps are to occur (including any further meetings to

monitor performance and provide feedback).

- (c) Documentation relevant to performance counselling undertaken in accordance with clauses 73.4(a) and (b) above shall be maintained on the Employee's employee file.
- (d) Where, in the opinion of the Employee's Supervisor:
 - (i) the Employee's performance has not improved to the required standard following performance counselling; and
 - (ii) disciplinary action may be an appropriate outcomethe Employee's Supervisor, with the endorsement of the relevant Head of Budget Centre or Head of School (or the Employee's manager one removed if the Employee's Supervisor is the relevant Head of Budget Centre or Head of School), will provide a written report to the Chief People Officer (or nominee) setting out what constitutes the unsatisfactory performance and the steps already taken to remedy it. The Employee shall be provided with a copy of the written report.
- (e) The Chief People Officer (or nominee) will provide advice to the Employee in accordance with clause 71 (Procedural Fairness Requirement). The Employee shall be provided with ten (10) working days in which to submit a written response to the report referred to in clause 73.4(d).
- (f) The Chief People Officer (or nominee) will provide the original, endorsed report from the Employee's Supervisor, the Employee's response to the report and advice regarding compliance with procedural fairness requirements (clause 71 (Procedural Fairness Requirement)) including comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
 - (i) for an Academic Staff Member: the Deputy Vice-Chancellor (Academic) (or nominee); or
 - (ii) for Professional and ELC Employees: the Chief Operating Officer (or nominee).
- (g) The relevant decision-maker shall first satisfy themselves that:
 - (i) appropriate steps were taken to bring the nature of the unsatisfactory performance to the Employee's attention;
 - (ii) an adequate opportunity for the Employee to respond was given;
 - (iii) any response from the Employee was taken into account; and
 - (iv) a reasonable opportunity has been afforded to the Employee to remedy the unsatisfactory performance; and
 - (v) appropriate discussions with the Employee's Supervisor have occurred.

- (h) The relevant decision-maker may then decide to:
 - (i) take no further action and direct that the Employee's Employee file be marked as such;
 - (ii) refer the matter back to the Employee's Supervisor for further monitoring and/or action; or
 - (iii) impose a disciplinary sanction.
- (i) Disciplinary sanction may include, but is not limited to:
 - (i) formal warning or reprimand;
 - (ii) withholding a Salary increment for up to three (3) years;
 - (iii) reducing Salary by one (1) or more increments; or
 - (iv) termination of employment.
- (j) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 73.4(g) above and timing of actions associated with any decisions.

73.5 Formal performance management – additional requirements relevant to Academic Staff Members

- (a) The requirements in this clause (clause 73.5) apply to Academic Staff Members in addition to the requirements set out at clause 73.4 above.
- (b) The University may discipline or terminate a probationary Employee only in accordance with clause 45 (Probation).
- (c) Following advice from the Deputy Vice-Chancellor (Academic) in accordance with clause 73.4 above, the Academic Staff Member may request a review of the decision within five (5) working days. Within ten (10) working days of receiving a request for review, the Deputy Vice-Chancellor (Academic) shall refer the matter to the DRC (convened in accordance with clause 75 – Disciplinary Review Committee).
- (d) Any review by the DRC shall be confined to consideration of whether the process set out at clause 73.4 has been followed. The DRC shall provide a report to the Deputy Vice-Chancellor (Academic) as soon as practicable after the conclusion of the committee proceedings.
- (e) The DRC may conclude:
 - (i) that the required process has not been properly followed, in which case the Deputy Vice-Chancellor (Academic) may take such steps as are necessary to remedy the procedural irregularity before reconsidering the decision; or
 - (ii) that the required process has been properly followed, in which case the Deputy Vice-Chancellor (Academic)'s decision is deemed final.

74. MISCONDUCT AND SERIOUS MISCONDUCT

74.1 Managing Misconduct and Serious Misconduct

- (a) The requirements of this clause (clause 74) do not apply to probationary Employees.
- (b) Where the University believes that an Employee may have engaged in Misconduct or Serious Misconduct, the relevant Head of Budget Centre or Head of School (as the case may be) shall undertake an assessment.
- (c) Potential outcomes of the assessment may be:
 - (i) no further action taken; or
 - (ii) counselling of the Employee and the Employee's employee file marked that the matter has been resolved, with reasons provided on the file; or
 - (iii) the matter is not resolved and the preliminary investigation commences.
- (d) The Employee will be provided with information which arises from the preliminary investigation in accordance with clause 71(a)(i) (Procedural Fairness Requirement). In addition, the Employee shall be provided with:
 - (i) sufficient detail to enable the Employee to understand the allegations in order to properly consider and respond to them;
 - (ii) ten (10) working days to respond in writing to the allegations; then
 - (iii) a direction to attend a meeting to discuss the allegations and the Employee's response.
- (e) Following the meeting referred to in clause 74.1(d)(iii) the outcomes may be:
 - (i) no further action taken and the Employee's Employee file marked that the matter has been resolved, with reasons provided on the file;
 - (ii) counselling of the Employee and the Employee's employee file marked that the matter has been resolved, with reasons provided on the file;
 - (iii) if the Employee admits to allegations of Misconduct, the relevant Head of Budget Centre or Head of School (as the case may be) will make a disciplinary decision to issue a formal warning with a copy to be placed on the Employee's file; or
 - (iv) the relevant Head of Budget Centre or Head of School (as the case may be) will provide a written report to the Chief People Officer setting out the recommended disciplinary sanction(s) to review.

- (f) Disciplinary sanction may include, but is not limited to:
 - (i) formal warning;
 - (ii) demotion by one (1) or more classification levels or increments;
 - (iii) withholding of an increment;
 - (iv) suspension with pay; and
 - (v) termination of employment.
- (g) The Chief People Officer will determine if:
 - (i) further investigation into the alleged conduct is required; or
 - (ii) provide the Employee with a copy of the report and request the Employee provide a written response within five (5) working days (or extend up to ten (10) working days at the request of the Employee) to any recommended disciplinary sanctions.
- (h) If the Employee is an Academic Staff Member, and they have not admitted the allegations in full, the matter will be referred by the Chief People Officer to the DRC (convened under clause 75 - Disciplinary review Committee). The DRC shall be convened within ten (10) working days, where practicable.
- (i) The Chief People Officer will provide the original report from the relevant Head of Budget Centre or Head of School (as the case may be), the Employee's response and the DRC report (where applicable) to the relevant decision-maker. The Chief People Officer may also provide comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
 - (i) for an Academic Staff Member: the Deputy Vice-Chancellor (Academic) (or nominee); or
 - (ii) for Professional and ELC Employees: the Chief Operating Officer (or nominee).
- (j) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 74.1(i) above. Any decision shall take effect no earlier than five (5) working days from the date of the written advice.

74.2 Misconduct and Serious Misconduct – additional requirements relevant to Academic Staff Members

- (a) The following requirements apply to Academic Staff Members in addition to the requirements set out at clause 74.1 above.
- (b) The University may discipline or terminate a probationary Employee only in accordance with clause 45 (Probation).
- (c) An Academic Staff Member's employment may only be terminated on

the basis of Serious Misconduct.

- (d) Where the allegations are admitted by the Academic Staff Member and they disagree with the Deputy Vice-Chancellor (Academic) disciplinary decision, they may make an application for review to the DRC in accordance with clause 75 (Disciplinary Review Committee). The Deputy Vice-Chancellor (Academic) shall refer the matter to the DRC within ten (10) working days.
- (e) Any investigation or review by the DRC may investigate the facts relating to the alleged Misconduct or Serious Misconduct, including whether there are any mitigating circumstances. The DRC shall provide a report to the Deputy Vice-Chancellor (Academic) (or nominee) as soon as practicable after the conclusion of committee proceedings.
- (f) If, having considered the report referred to at either clause 74.1(e)(iv) or at clause 74.2(e) above, the Deputy Vice-Chancellor (Academic) (or nominee) concludes that there is no Misconduct or Serious Misconduct, the Deputy Vice-Chancellor (Academic) (or nominee) shall immediately advise the Academic Staff Member in writing and may, by agreement in writing with the Academic Staff Member, publish the advice in an appropriate manner.

74.3 Managing Research Misconduct – Academic Staff Members

- (a) Where the University believes that an Academic Staff Member may have engaged in Research Misconduct, the Deputy Vice-Chancellor (Research) (DVC-R) (or nominee) shall provide information to the Academic Staff Member in accordance with clause 71.1(a) (Procedural Fairness Requirement). In addition, the Academic Staff Member shall be provided with:
 - (i) sufficient detail to enable the Academic Staff Member to understand the precise nature of the allegations, and to properly consider and respond to them;
 - (ii) ten (10) working days to respond in writing to the allegations; then
 - (iii) a direction to attend a meeting to discuss the allegations and the Academic Staff Member's response.
- (b) A copy of this Part will be attached to the written notice referred to at clause 74.3(a) above.
- (c) Upon receipt of the Academic Staff Member's response to the allegations, the DVC-R (or nominee) may:
 - (i) dismiss the complaint if satisfied that the complaint is not substantiated;
 - (ii) refer the complaint to the RMDC (convened under clause 76) if the complaint requires further investigation; or

- (iii) if the complaint is admitted by the Academic Staff Member, make a disciplinary decision. Should an Academic Staff Member disagree with the DVC-R's disciplinary decision, they may make an application for review to the DRC in accordance with clause 75 (Disciplinary Review Committee).
- (d) Disciplinary decisions include, but are not limited to:
 - (i) formal censure;
 - (ii) demotion by one (1) or more classification levels or increments;
 - (iii) withholding of an increment;
 - (iv) suspension with pay; and
 - (v) termination of employment.
- (e) If a complaint is referred to the RMDC in accordance with clause 74.3(c)(ii) above, the RMDC shall undertake an investigation in accordance with clause 76 (Research Misconduct Disciplinary Committee) below and provide a report to the DVC-R (or nominee).
- (f) Upon receipt of the RMDC's investigation report, the DVC-R (or nominee) shall provide:
 - (i) a copy of the report to the Academic Staff Member;
 - (ii) the Academic Staff Member with ten (10) working days to respond in writing to the RMDC findings; and
 - (iii) a direction to attend a meeting to discuss the allegations and the Academic Staff Member's response.
- (g) Following completion of the requirements set out at clause 74.3(f) above, the DVC-R (or nominee), if satisfied on the balance of probabilities, shall advise the Academic Staff Member that:
 - (i) the complaint is not substantiated and dismiss the complaint; or
 - (ii) the complaint is substantiated and discipline the Academic Staff Member in accordance with clause 74.3(d) above.
- (h) If the complaint is not substantiated in accordance with clause 74.3(g)(i) above, the DVC-R shall immediately advise the Academic Staff Member in writing and may, by agreement in writing with the Academic Staff Member, publish the advice in an appropriate manner.

75. DISCIPLINARY REVIEW COMMITTEE (DRC)

75.1 The DRC shall consist of three members:

- (a) a nominee of the Deputy Vice-Chancellor (Academic);
- (b) a nominee of the NTEU Tasmanian Division; and

- (c) an independent chairperson agreed between the Deputy Vice-Chancellor (Academic) and the NTEU Tasmanian Division.

75.2 The DRC shall:

- (a) conduct any interviews it requires to assist it to complete its inquiry;
- (b) conduct all interviews in the presence of the Academic Staff Member who is the subject of the inquiry, their representative and the University's representative, or where the DRC believes that circumstances exist that would create a risk to health and safety of a person involved in the interview process, the Academic Staff Member's representative in the absence of the Academic Staff Member;
- (c) take into account any other information provided it is relevant to the subject matter of the inquiry;
- (d) permit the Academic Staff Member (or their representative) and the University through its representative, to ask questions and make submissions;
- (e) conduct all proceedings expeditiously, without unnecessary formality and in accordance with clause 71 (Procedural Fairness Requirement);
- (f) make and keep an audio recording of the proceedings (but not its own deliberations) which shall be available on request by either the Academic Staff Member or the University's representative, but only with the express permission of all parties;
- (g) conduct all proceedings in camera unless otherwise agreed by the NTEU and University nominees to the DRC; and
- (h) provide its written report to the Deputy Vice-Chancellor (Academic) or DVC-R (as appropriate) and the Employee as expeditiously as possible. Where the DRC has been convened to review a disciplinary decision, the report will include a recommendation of an appropriate disciplinary sanction to apply.

76. RESEARCH MISCONDUCT DISCIPLINARY COMMITTEE

76.1 The RMDC shall consist of three (3) members appointed in accordance with clause 75.1 (Disciplinary Review Committee) above. The Deputy Vice-Chancellor (Academic) (or nominee) and the NTEU Tasmanian Division may agree to appoint up to two (2) additional members to the RMDC to ensure that the RMDC includes:

- (a) at least one (1) member with sufficient expertise and standing in the discipline relevant to the allegation constituting the alleged research misconduct (or in a cognate discipline) such that the member can assist the RMDC to understand technical, research or scientific questions that may be in dispute. The member must be clearly

independent (without perceived bias or conflicts of interest) of all other participants; and

- (b) at least one (1) member experienced in investigating research misconduct.
- (c) The Chairperson will not be an Employee of the University but shall be experienced in the conduct of tribunals of fact.

76.2 The RMDC shall apply the procedures set out at clause 75.2 (Disciplinary Review Committee) in respect to its inquiry.

76.3 Where the inquiry involves Employees of more than one institution covered by an enterprise agreement to which the NTEU is a party, an independent external research misconduct inquiry shall be established. The procedures for an external inquiry shall be agreed in writing with the NTEU and shall apply in substitution to these procedures (clauses 75 (Disciplinary Review Committee) and 76 (Research Misconduct Disciplinary Committee)).

PART H – CONSULTATION

77. CONSULTATION

77.1 Consultation generally

- (a) The University recognises and accepts the rights of all its Employees to be consulted on matters which directly affect them in their employment.
- (b) Employees recognise and accept the right of the University to review, plan, organise, manage and decide upon the operations of the University.

77.2 Communication and Consultation Group (CCG)

- (a) Within one (1) month of approval of this Agreement, a CCG will be formed and implemented with the purpose of:
 - (i) overseeing the operation of clause 77 (Consultation);
 - (ii) dealing directly with matters related to clause 7.2 (University Policies, Procedures and Guidelines);
 - (iii) monitoring required reporting under the Agreement as per clause 33.5 (Agreement Reporting); and
 - (iv) ensuring regular communication on matters of significance to University operations.
- (b) The CCG will:
 - (i) consist of at least two (2) University nominees and two (2) Union nominees;
 - (ii) meet as required; no less than eight (8) times per year; and
 - (iii) determine Terms of Reference for the CCG.

77.3 Managing change in the workplace

- (a) Where the University is proposing to undertake a significant change (a 'proposed change'), consultation will occur with Employees who will be directly affected by the proposed change and Unions.
- (b) Employees affected by a proposed change may appoint a representative (which may be a Union) for the purpose of consultation.
- (c) As soon as practicable after proposing a change, the University shall provide affected Employees and Unions with a written proposal that contains:
 - (i) the nature of the proposed changes, including where relevant options considered;

- (ii) the rationale for the proposed changes;
 - (iii) the expected effect on affected Employees and measures to identify and mitigate any adverse effects;
 - (iv) the consultation period;
 - (v) proposed implementation timelines;
 - (vi) existing and proposed organisational structures (where structural change is proposed); and
 - (vii) a University contact for feedback and questions.
- (d) Notwithstanding clause 77.2(c) above, the University is not required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to the University's interests. This does not prevent any party notifying a dispute if it believes information is not genuinely of a confidential or commercially sensitive nature.
- (e) Upon request, a meeting of Union(s) and the University's People and Wellbeing representatives will be scheduled, during the consultation period, to seek clarification and/or to provide feedback.
- (f) During consultation staff members will be encouraged to provide feedback in relation to the rationale for the change as well as offer alternative solutions or suggestions.
- (g) As soon as practicable after the University has made a definite decision to introduce a significant change, the University shall advise affected Employees and Unions in writing of its definite decision. This advice shall include:
- (i) an explanation as to how the feedback received on the proposal was taken into consideration;
 - (ii) measures to mitigate any adverse effects arising from the proposed change; and
 - (iii) the plans for implementation.
- (h) Following formal consultation, the University will implement the change plan and allow a reasonable period of consolidation to achieve certainty and stability for staff.
- (i) In this clause (clause 77.2), a "Significant Change" means a workplace change that will have substantial effect on Employees, including:
- (i) the outsourcing of services; and/or
 - (ii) major changes to:
 - a. the structure of work areas;
 - b. the composition, operation or size of the University

- workforce;
- c. the skills required of the workforce;
- d. job opportunities or job security;
- e. the hours of work;
- f. the structure of the academic year;
- g. administrative methods or services provided by the University;
- h. the application of technology; and
- i. the work location of Employees (in excess of fifty (50) kilometres).

77.4 Changes to rosters

- (a) Where the University proposes to change an Employee's regular roster or ordinary hours of work, the University must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. The University must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (c) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

PART I – DISPUTE RESOLUTION

78. DISPUTE RESOLUTION PROCEDURE

78.1 Application of this clause

The University, Employees and the Unions have an interest in the proper application of this Agreement. These procedures shall apply to any dispute raised by an Employee, Union or the University regarding:

- (a) the application of the terms of this Agreement; or
- (b) the NES (other than a dispute about whether the University had reasonable business grounds under Section 65(5) or 76(4) of the Act).

78.2 Representation

Any Employee involved in a dispute raised in accordance with this clause (clause 78 – Dispute Resolution Procedure) is entitled to be represented by their Union or by another representative at any or all stages of this procedure.

78.3 Requirements during a dispute

Until the procedures described in clauses 78.4 (Internal dispute resolution) have been completed:

- (a) work shall continue in the normal manner;
- (b) management shall not change work, staffing or the organisation of work if that is the subject of a dispute, nor will any party to the dispute take any other action likely to exacerbate the dispute;
- (c) the dispute shall not be referred to the FWC by any party to the dispute until the internal dispute resolution process (clause 78.4) has been completed; and
- (d) the Parties will make every attempt to avoid disruption to the University's normal business operations and work processes.

78.4 Internal dispute resolution

- (a) In the first instance, the parties to the dispute shall discuss the dispute and attempt, in good faith, to reach agreement or otherwise resolve the dispute. A dispute in relation to an individual Employee will, in the first instance, involve a discussion between the Employee and/or their representative and the Employee's Supervisor, or where this is not appropriate, with People and Wellbeing. This internal dispute resolution step must be completed within ten (10) working days of the party

initiating the dispute advising the other party / parties of the dispute.

- (b) Where a discussion has occurred in accordance with clause 78.4(a) above and the dispute is not resolved, the dispute will be referred to the Chief People Officer. This internal dispute resolution step must be completed within ten (10) working days of referral to the Chief People Officer. The following requirements shall apply:
 - (i) the Chief People Officer (or nominee) will convene a meeting with the Employee(s) concerned and relevant managers of the University to discuss and seek resolution of the dispute.
 - (ii) any resolution may be in the form of a written agreement, subject, if necessary, to ratification by the parties to the dispute.

78.5 Reference to the FWC for external dispute resolution

- (a) Should the dispute not be resolved by the processes referred to in clause 78.4 (Internal dispute resolution) above, or if any party to the dispute refuses to engage in the processes referred to in those clauses, the dispute may be referred to the FWC by any party to the dispute.
- (b) The FWC may resolve the dispute by conciliation in the first instance, and by arbitration if conciliation fails to resolve the dispute. The parties to the dispute will implement any arbitrated decision of the FWC.

78.6 Alternative dispute resolution procedure

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

PART J – TERMINATION OF EMPLOYMENT

79. NOTICE OF RESIGNATION

79.1 Employment may be terminated by an Employee giving the period of notice set out below:

Professional Employees & ELC Employees

Period of continuous service with the University	Minimum period of notice
Three (3) years or less	Two (2) weeks
More than three (3) years but not more than five (5) years	Three (3) weeks
More than five (5) years	Four (4) weeks

Academic Staff Members

Type of appointment	Minimum period of notice
Continuing appointments (including probation period)	Six (6) months
Fixed-term appointments of one (1) year or less duration	One (1) month
Fixed-term appointments of more than one (1) year but not more than three (3) years' duration	Three (3) months
Fixed-term appointments of more than three (3) years' duration	Six (6) months

Teaching Focused Employees

Type of appointment	Minimum period of notice
Continuing appointments (including probation period)	Three (3) months
Fixed-term appointments of one (1)	One (1) month

year or less duration	
Fixed-term appointments of more than one (1) year but not more than three (3) years' duration	Three (3) months

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

79.3 Notwithstanding the requirements of this clause (clause 79), the University may waive any or all of the Employee notice period where it considers it appropriate to do so. For Teaching Focused Employees this includes consideration of the length of the teaching period and the ability to replace the Teaching Focused Employee.

80. TERMINATION OF EMPLOYMENT BY THE UNIVERSITY – ELC AND PROFESSIONAL

80.1 Termination of employment shall only be warranted where:

- (a) there is a valid reason for termination; and
- (b) termination of employment is not harsh, unjust or unreasonable in the circumstances; and
- (c) it is in accordance with the procedures contained Part G (Managing Performance).
- (d) The University shall not, however, terminate an employee's employment for reasons rendered unlawful by the Act.

80.2 Except as provided by clause 82 (Termination of Employment on the basis of ill-health) or clause 83 (Redundancy), employment may be terminated by the University giving the period of notice set out below; provided that the University shall not be required to give such notice if the termination is for Misconduct which is serious enough to make it unreasonable for the University to be required to continue the employment during the notice period.

Period of continuous service with the University	Minimum period of notice
Three (3) years or less	Two (2) weeks

More than three (3) years but not more than five (5) years	Three (3) weeks
More than five (5) years	Four (4) weeks
Provided that, where the Employee is over forty-five (45) years of age and has completed at least two (2) years' continuous service with the University, the University shall be required to provide one (1) week additional notice.	

80.3 Notwithstanding clause 80.2 above, the University may make a payment in lieu of notice, equal to the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the University would have been liable to pay to the Employee.

81. ABANDONMENT OF EMPLOYMENT

81.1 Where an Employee has been absent from work for a continuous period of at least five (5) working days ("the Initial Absence") without:

- (a) the approval of the University; or
- (b) apparent good cause,

the Employee's Supervisor will seek reasons regarding known circumstances giving rise to the Initial Absence.

81.2 If there are no known circumstances related to the Initial Absence, the Employee's Supervisor will make reasonable attempts to contact the Employee and their nominated emergency contact(s) including using the contact details on the Employee's Employee file, requesting an explanation for the Initial Absence.

81.3 If the Employee or their nominated emergency contact provides a reasonable explanation (including provision of satisfactory evidence confirming the explanation) for the Initial Absence within ten (10) working days of the Initial Absence, the Employee may apply for an appropriate form of leave to cover their absence. In the absence of an application for an appropriate form of leave by the Employee, the absence will be treated as leave without pay.

81.4 If the Employee does not respond to the University's attempts to contact them within ten (10) working days of the Initial Absence, or the Employee's response does not establish a reasonable explanation (supported by evidence) for the Initial Absence, the University may consider the Employee as having abandoned their employment.

81.5 If an Employee's employment is terminated by the University in accordance with this clause (clause 81), the Employee will be provided written notice of the day of the termination (which cannot be before the day the notice is given).

82. TERMINATION OF EMPLOYMENT ON THE BASIS OF ILL-HEALTH

82.1 Medical examination

- (a) The Chief People Officer may direct, in writing, an Employee whose capacity to perform the duties of their position is in doubt due to ill-health to undergo a medical examination in accordance with the following requirements:
- (i) the medical examination will be undertaken by a medical practitioner chosen by the University;
 - (ii) the cost associated with the medical examination will be met by the University;
 - (iii) the Chief People Officer shall provide an Employee with written notice of not less than one (1) month that a medical examination is required; and
 - (iv) following the medical examination a copy of the findings of the medical report made by the medical practitioner shall be provided to the Chief People Officer, and to the Employee.
- (b) Where an Employee is directed to undergo a medical examination in accordance with clause 82.1(a) above, the Employee may also be encouraged to apply to their superannuation fund for ill-health retirement or a temporary disability benefit under the rules of the fund.

82.2 Superannuation examination

Where the Employee applies to their superannuation fund, prior to the expiry of the period of notice (referred to in clause 82.1(a)(iii) above), for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund:

- (a) the Employee must advise, in writing, the Chief People Officer that an application for medical review has been made to the Employee's superannuation fund;
- (b) the requirement for a medical examination under clause 82.1(a) (Medical examination) shall lapse and no further action shall, subject to clause 82.3(b), be taken by the Chief People Officer, in respect to that medical review; and
- (c) following the medical examination and consideration by the

superannuation fund, the Employee will ensure that the superannuation fund provides a report to the University setting out relevant findings, including the Employee's capacity to perform the duties of their position.

82.3 Review process

- (a) Where a medical review has been conducted on behalf of the University or the Employee's superannuation fund and the report concludes:
 - (i) that the Employee is unfit or unable to continue the employment – the Employee's employment shall be terminated in accordance with clause 82.3(c) below;
 - (ii) that the Employee is capable of resuming work, or resuming work following a period of receipt of temporary disability benefits – the Employee shall be able to return to work.
- (b) If the Employee's superannuation fund provides a report in accordance with clause 82.3(a)(ii) above, the Chief People Officer may elect to dispute the report findings. In this situation the Chief People Officer may proceed to seek an independent medical review in accordance with clause 82.1 above.
- (c) If, in accordance with clause 82.3(a)(i) above, the medical examination concludes that the Employee is unable to continue the employment and is unlikely to be able to resume those duties within a reasonable period (being not less than six (6) months from the time of the medical examination undertaken in accordance with clause 82.1(a) or clause 82.2 above), the Chief People Officer, may:
 - (i) prior to taking action to terminate the employment of the Employee, offer the Employee the opportunity to submit a resignation and, if such a resignation is offered, accept it and not proceed with action to terminate the employment; or
 - (ii) if an offer of resignation is not received, terminate the employment of the Employee in accordance with the notice required by the Employee's contract of employment or, where no notice is specified, a notice period of six (6) months.
- (d) Within fourteen (14) days of the medical report being received by the Employee and Chief People Officer:
 - (i) the Employee (or the Employee's representative) may request a second opinion in respect to the findings contained in the report;
 - (ii) the second medical practitioner shall be appointed by the University on the recommendation of the President of the State Branch of the Australian Medical Association or by agreement with

the Unions; and

- (iii) the medical practitioner shall be requested to provide their report to the University within thirty (30) days of the matter being referred.
- (e) The Chief People Officer shall not terminate the employment of the Employee unless and until the second opinion report has been received and confirms the findings of the first report. In making an assessment as to whether or not the Employee is able to perform their duties and/or whether the Employee is likely to be able to resume them within the period specified in clause 82.3(c), the medical practitioner appointed pursuant to clause 82.3(d)(ii) above shall, as far as possible, apply the same standards used by the Employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- (f) Notwithstanding the requirements set out at clause 82.3(a) to clause 82.3(e) above, the Chief People Officer may construe a failure by the Employee to submit to a medical examination in accordance with these procedures within two (2) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the Employee is unable to perform their duties and is unlikely to be able to resume them within the period specified in clause 82.3(c). In this circumstance the Chief People Officer may commence the termination process, provided that such a refusal by the Employee in these circumstances shall not constitute Misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

83. REDUNDANCY

83.1 Introduction

The University values its Employees. The University is committed, wherever reasonable, to maximising the job security of its Employees. The University will make all reasonable efforts to manage job reductions through natural attrition, prior to moving to the redundancy provisions as detailed in this clause.

83.2 Application

- (a) Where an Employee holds a continuing position which is (or will become) surplus to operational requirements, the University may terminate the employment of the Employee on the basis of redundancy.
- (b) Voluntary redundancies will be sought before any involuntary redundancies are implemented, except where prior agreement has

occurred with the Unions. Applications for voluntary redundancy will be sought from affected Employees within the College/Institute/Division.

- (c) This clause (clause 83) shall not apply in the circumstances described in section 122(3) (Transfer of employment situations that affect the obligation to pay redundancy pay) of the Act.

83.3 Process

(a) Identification of surplus position(s)

The University may declare a position redundant as result of changes in operational requirements of the University for reasons of an economic, technological, structural or similar nature, for example:

- (i) a decrease in student demand or enrolments in any academic program or course or combination or mix of courses conducted on one (1) or more campuses;
- (ii) a decision to cease offering or to vary the academic context of any program or course or combination or mix of programs or courses conducted on one (1) or more campuses;
- (iii) financial exigency within organisational unit(s) or, budget centre(s);
or
- (iv) changes in technology or work methods.

(b) Voluntary redundancy

- (i) The process for voluntary redundancy will be determined in each instance relevant to the circumstances. The process must outline the timelines relevant for receipt, consideration and approval of applications, and involve the following:
 - a. an Employee may make an application;
 - b. the application will be assessed in accordance with objective, fair and transparent criteria;
 - c. should an application be approved, applicants will receive a Notification of Redundancy & Termination in accordance with clauses 83.3(c).
 - d. an Employee who elects to take a voluntary redundancy will receive the same entitlements as if their employment had been terminated on an involuntary basis.

(c) Notification of Redundancy & Termination

- (i) Where an Employee's continuing position becomes or will become surplus to operational requirements in accordance with clause 83.3(a), the University will provide the Employee with written notification of redundancy and termination. Provision of this

notification will commence the redundancy and redeployment processes. This notification will outline the following:

- a. the basis for the Employee's position being declared redundant in accordance with clause 83.3(a);
- b. the date the redundancy will take effect and employment will conclude should the employee not be redeployed;
- c. details of the redundancy and separation entitlements payable to the Employee on termination of their employment as at the date of redundancy;
- d. the applicable notice period and when the notice period commences;
- e. the redundancy process, including the option for Employees to not seek redeployment and have their employment terminated prior to the date the redundancy will take effect; and
- f. the redeployment process.

- (ii) Where, as part of the Notification (or at any time during the subsequent redeployment period), the University identifies a Comparable Alternative Position, the University shall be entitled to transfer the Employee to the position upon giving no less than four (4) weeks' notice to the Employee.

(d) Redeployment process

- (i) Where no Comparable Alternative Position is identified in the Notification of Redundancy & Termination, a redeployment period will commence. During this period, the University shall proceed to:
 - a. record the Employee's name on a redeployment list maintained by People and Wellbeing; and
 - b. within three (3) weeks of Notification undertake an assessment of the Employee's skills, competence, training and aptitude; commence identifying practicable strategies with the objective of providing redeployment to a Comparable Alternative Position where the Employee is assessed by People and Wellbeing to be suitable for consideration for any such position (in advance of the position being advertised or filled by a direct appointment).
- (ii) The Head of any requested Budget Centre or other area of the University shall consider the viability of a proposed redeployment within two (2) weeks of being asked to do so by the Chief People Officer (or nominee), and shall provide People and Wellbeing with written reasons as to the viability of the proposed redeployment

within that two (2) week period.

- (iii) The University will seek to maximise redeployment opportunities for redeployees through the provision of assistance such as training, career counselling, job search and other relevant support, including engagement of relevant external organisations.
- (iv) The redeployment period shall run for:
 - a. eight (8) weeks for Academic staff; and
 - b. fifteen (15) weeks for professional staff inclusive of notice period.

(e) Offer of redeployment to a position at a lower classification level

The University may identify an alternative position classified at one (1) level lower than that currently held by the Employee and may, as part of the Notification of Redundancy & Termination, or after such notification, offer that position to the Employee by way of redeployment. An Employee may accept the redeployment from a prospective date determined by the University and with the following conditions:

- (i) if the position is accepted, the Employee will have their Salary maintained at their current incremental Salary point for a period of twelve (12) months, and thereafter at the maximum of the classified level of the alternative position.
- (ii) if an Employee who is redeployed to a lower classification level position is over fifty (50) years of age and is within five (5) years of their intended or anticipated date of retirement, the Employee may choose to convert to a fixed-term contract for a period of not more than five (5) years and pay superannuation contributions based on the Employee's incremental Salary point applicable to the redundant position immediately prior to their redeployment to the lower classification level position, with the University paying its contributions based on the same pegged incremental point for the duration of the fixed-term pre-retirement contract.
- (iii) the University shall, for a period of twelve (12) months following redeployment of an Employee to a lower classification level position, continue to seek to identify a comparable alternative position for redeployment of the Employee.

(f) Offer of redeployment to a position at a different campus location

- (i) The University may identify an alternative position which would involve the Employee relocating from one (1) campus location to another, necessitating residential relocation, and may, as part of clause 83.3(c) Notification of Redundancy & Termination, or after such notification, offer that position to the Employee by way of

redeployment, the Employee shall, upon agreeing to such a relocation, be entitled to have at least the following expenses met by the University:

- a. reasonable legal fees and real estate agent's or auctioneer's fees associated with the sale of the Employee's principal residence in the initial location;
 - b. reasonable legal fees and stamp duty costs associated with the purchase (or construction) of a new replacement principal residence in the new location;
 - c. disconnection/reconnection fees associated with the supply of essential services/utilities such as electricity, water, gas and telephone;
 - d. relocation (including packing) and, as necessary, reasonable storage and redelivery of personal and household effects; and
 - e. other reasonable out of pocket expenses directly associated with the relocation.
- (ii) In addition, the Employee shall be afforded reasonable working time to make the necessary arrangements for sale/purchase of residential property and relocation of personal and household effects.
- (iii) Prior to committing to any expenditure, an Employee who has agreed to relocate shall firstly confirm with the University the extent of entitlements under these provisions, consistent with the Employee's particular circumstances.
- (g) Circumstances where redeployment is not providing effective
- (i) Where an Employee is redeployed to another position within the University, and within six (6) months either the Employee or the University may determine that the redeployment is not proving effective, the Employee will have their employment terminated and receive a redundancy payment equal to the amount which would have been calculated at the notional time that the University provided notice under clause 83.3(c). A notice period or payment in lieu of notice shall apply as outlined in clause 83.6.

83.4 Termination

- (a) Where an Employee is not redeployed prior to the date of redundancy, their employment will conclude on this date and they will be provided with advice of this in writing, including the entitlements outlined in clause 83.6 (Entitlements). This payment will be provided to the Employee within fourteen (14) days of the conclusion of their

employment.

- (b) An Academic Employee may apply to work all or part of the relevant period of notice, as outlined in clause 83.6(b). If there are suitable duties for the Employee to undertake, which will result in sufficient work being available for the Employee to undertake consistent with their Employment Fraction, the University will use its best efforts to allow this to occur. This may be either work the Employee has been engaged in previously or work designed to retrain the Employee. If the University has no work for the Employee to do, the employment shall cease at that time. Should the Employee's employment be terminated by the University prior to the expiry of the notice period, the employee will be provided with the entitlements outlined in clause 83.6(b). This payment will be provided to the Employee within fourteen (14) days of the conclusion of their employment.

83.5 Early termination

- (a) At any point prior to being notified of redeployment to a Comparable Alternative Position, a staff member may opt out of the redeployment process, and thereby having their employment terminated two (2) weeks after the notification, or on the termination date provided in the notification of redundancy and termination, whichever is sooner. By agreement, this date may be varied. Once an Employee has notified the University that they wish to opt out of the redeployment process, the University will cease to seek redeployment opportunities.
- (b) The Employee will be provided with the entitlements outlined in clause 83.6. This payment will be provided to the Employee within fourteen (14) days of the conclusion of their employment.
- (c) Notwithstanding the above, the University reserves its right to require a staff member to work out part or all of the redeployment period, where operational needs require it.

83.6 Entitlements

- (a) Professional Employees

(i) Redundancy Payment	
Three (3) weeks' Salary for each year of continuous service calculated on the basis of the Employee's average Employment Fraction having regard to the Employee's Full-time, Part-time and casual employment with the University during this period.	Subject to a minimum payment equal to seven (7) weeks' Salary and a maximum payment equal to fifty-two (52) weeks' Salary.

(ii) Redeployment Period	
Fifteen (15) weeks Inclusive of nine (9) weeks' notice period	Any unworked balance of the redeployment period will be paid in lieu.

(b) Academic Employees

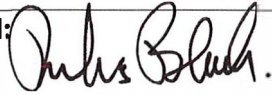
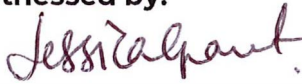
(i) Redundancy Payment		The Redundancy Payment plus Notice Period is subject to a maximum total of seventy (70) weeks.
Three (3) weeks' Salary for each year of continuous service.		
(ii) Notice Period		Where an Employee has been employed for less than twelve (12) months, the Redundancy Payment plus Notice Period shall not exceed either six (6) months or the length of time that the Employee has been employed, whichever is the greater.
Thirty-nine (39) years or under	Eighteen (18) weeks	
Forty (40) to forty-four (44) years of age	Twenty (20) weeks	
Forty-five (45) years of age or above	Twenty-two (22) weeks	
(iii) Redeployment Period		
Eight (8) weeks		Any unworked balance of the redeployment period will be paid in lieu.

84. TRANSFER OF BUSINESS



- 84.1 The redundancy provisions contained within this Agreement do not apply where an Employee's appointment is transferred to another employer (e.g. an entity associated with the University – the "new employer"). In such transfer of business situations, the Employee will not be entitled to a redundancy payment upon such transfer, but will have their previous University service recognised as counting as service with the new employer for the calculation of all accrued entitlements, including in relation to any subsequent redundancy.
- 84.2 An Employee transferred to a new employer as a result of transfer of business is able to seek redeployment within the University for a period of six (6) months following such transfer. The Employee will remain with the new employer at the end of the six (6) month period if redeployment has not been able to be effected.

SIGNATURES

SIGNED FOR THE UNIVERSITY OF TASMANIA (ABN 30 764 374 782)



<p>Signed: </p> <p>Date: <u>20/12/2022</u></p> <p>PROFESSOR RUFUS BLACK Vice-Chancellor Private Bag 51, Hobart TAS 7001</p> <p>(The Vice-Chancellor holds authority to sign this enterprise agreement by virtue of University of Tasmania Ordinance 3)</p>	<p>Witnessed by: </p> <p>Private Bag 46 Hobart TAS 7001</p>
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SIGNED FOR THE NATIONAL TERTIARY EDUCATION INDUSTRY UNION (ABN 38 579 396 344)

<p>Signed: </p> <p>Date: <u>21/12/2022</u></p> <p>Damien Cahill General Secretary National Tertiary Education Industry Union 1st Floor, 120 Clarendon Street Southbank VIC 3006</p> <p>The General Secretary has authority to sign this as a representative of the employees covered by this agreement.</p>	<p>Witnessed by: </p> <p>Renee Veal Level 1, 120 Clarendon Street Southbank VIC 3006</p>
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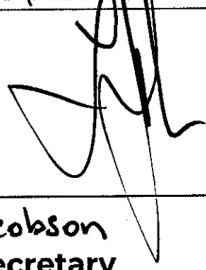

SIGNED FOR THE COMMUNITY AND PUBLIC SECTOR UNION

(ABN 33 579 396 344)

<p>Signed:</p>  <p>Date:</p> <p>23-12-22</p> <hr/> <p><i>Thirza White</i> Branch Secretary CPSU (SPSF Group, Tas Branch)</p> <p>The General Secretary has authority to sign this as a representative of the employees covered by this agreement.</p>	<p>Witnessed by:</p>  <p><i>Deborah Bradley</i> 157 Collins Street Hobart TAS 7001</p>
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SIGNED FOR THE HEALTH AND COMMUNITY SERVICES

UNION (ABN 80 085 253 953)

<p>Signed:</p>  <p>Date:</p> <p>21-12-22</p> <hr/> <p><i>Tim Jacobson</i> State Secretary Health and Community Services Union 11 Clare Street New Town 7008</p>	<p>Witnessed by:</p>  <p><i>James Milligan</i> 11 Clare Street New Town TAS 7008</p>
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SCHEDULE 1 – SALARY RATES – ACADEMIC STAFF MEMBERS

1. ACADEMIC STAFF MEMBERS

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Classification and Incremental step	\$	\$	\$	\$
Level A				
Step 1 (S1)	76,213	78,499	80,462	83,198
Step 2 (S2)	80,098	82,501	84,563	87,439
Step 3 (S3)	83,990	86,510	88,672	91,687
Step 4 (S4)	87,145	89,759	92,003	95,131
Step 5 (S5)	90,302	93,011	95,336	98,578
Step 6 (S6)	93,464	96,268	98,675	102,030
Step 7 (S7)	96,622	99,521	102,009	105,477
Step 8 (S8)	98,555	101,512	104,049	107,587
Provided that any Employee whilst required to carry out full subject co-ordination duties as part of their 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.				

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Level B				
Step 1 (S1)	105,131	108,285	110,992	114,766
Step 2 (S2)	108,769	112,032	114,833	118,737

Step 3 (S3)	112,422	115,795	118,690	122,725
Step 4 (S4)	116,058	119,540	122,528	126,694
Step 5 (S5)	119,657	123,247	126,328	130,623
Step 6 (S6)	122,050	125,712	128,854	133,235

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Level C				
Step 1 (S1)	126,906	130,713	133,981	138,536
Step 2 (S2)	130,503	134,418	137,779	142,463
Step 3 (S3)	134,102	138,125	141,578	146,392
Step 4 (S4)	137,696	141,827	145,373	150,315
Step 5 (S5)	141,296	145,535	149,173	154,245
Step 6 (S6)	144,122	148,446	152,157	157,330

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Level D				
Step 1 (S1)	152,077	156,639	160,555	166,014
Step 2 (S2)	156,877	161,583	165,623	171,254
Step 3 (S3)	161,671	166,521	170,684	176,487
Step 4 (S4)	164,905	169,852	174,098	180,018

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Level E				
Step 1 (S1)	188,051	193,693	198,535	205,285
Step 2 (S2)	191,812	197,566	202,506	209,391

2. LOADING FOR MEDICAL PRACTITIONERS

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
	Per annum	Per annum	Per annum	Per annum
Medical practitioner registered with the MBA	32,727	33,709	34,552	35,726
This loading will be processed in the first pay run after 1 July each year.				

3. CASUAL LECTURING

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
A Basic Lecture which will generally consist of one (1) hour of delivery and two (2) hours of associated working time.	206.37	212.56	217.88	225.28
B Developed Lecture which will generally consist of one (1) hour of delivery and three (3) hours of associated working time.	275.16	283.41	290.50	300.38
C Specialised Lecture which will generally consist of one (1) hour of delivery and four (4) hours of associated working time.	343.95	354.27	363.13	375.47

D Repeat Lecture 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 Lecture applies to a Lecture in the same subject matter within a period of seven (7) days and any student consultation directly associated and reasonably contemporaneous with it.	137.58	141.71	145.25	150.19
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4. CASUAL SEMINAR

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
Basic Seminar which will generally consist of one (1) hour of delivery and two (2) hours of associated working time.	200.68	206.70	211.86	219.07
Developed Seminar which will generally consist of one (1) hour of delivery and three (3) hours of associated working time.	267.57	275.59	282.48	292.09
Specialised Seminar which will generally consist of one (1) hour of delivery and four (4) hours of associated working time.	334.46	344.49	353.10	365.11
Repeat Seminar 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 Seminar applies to a Seminar in the same subject matter within a period of seven (7) days and any student consultation directly associated and reasonably contemporaneous with it.	133.78	137.80	141.24	146.04

5. CASUAL TUTORING

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
E Tutorial which will generally consist of one (1) hour of delivery and two (2) hours of associated working time.	151.97	156.53	160.44	165.90
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 seven (7) days and any student consultation directly associated and reasonably contemporaneous with it.	101.31	104.35	106.96	110.59
G Tutorial which will generally consist of one (1) hour of delivery and two (2) hours of associated working time in circumstances where full unit coordination duties are included as part of normal duties or the Employee holds a relevant doctoral qualification.	177.33	182.65	187.22	193.58
H Repeat Tutorial which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are included as part of normal duties or the Employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat Tutorial applies to a Tutorial in the same subject matter within a period of seven (7) days.	118.22	121.77	124.81	129.05

6. MUSIC ACCOMPANYING

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
J Music Accompanying which will generally consist of one (1) hour of delivery and one (1) hour of associated working time.	101.32	104.36	106.97	110.61
K Music Accompanying which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	118.22	121.77	124.81	129.05

7. UNDERGRADUATE CLINICAL NURSE EDUCATION

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
L Normal Preparation Required which will generally consist of one (1) hour of delivery and one (1) hour of associated working time.	101.32	104.36	106.97	110.61
M Little Preparation Required which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time.	75.98	78.26	80.22	82.94
N Normal Preparation Required which will generally consist of one (1) hour of deliver and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal	118.22	121.77	124.81	129.05

duties or the Employee holds a relevant doctoral qualification.				
O Little Preparation Required which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	88.67	91.33	93.61	96.80

8. CASUAL MARKING

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
P Marking as a supervising examiner or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B.	68.78	70.84	72.61	75.08
Q Standard marking	50.66	52.18	53.48	55.30
R Standard marking , in circumstances where full unit coordination duties are required as part of normal duties, marking associated with seminars, or the Employee holds a relevant doctoral qualification.	59.11	60.88	62.41	64.53

9. OTHER REQUIRED ACADEMIC ACTIVITIES

Description	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Casual Loading	25%	25%	25%	25%
S Other required academic activities includes all other work required to be performed by the Employee, being work in the nature of, but not limited to: the conduct of practical classes, demonstrations, Workshops, student field excursions; the conduct of clinical sessions other than clinical nurse education; the conduct of performance or visual art studio sessions; musical coaching, repertoire ship, musical accompanying other than with special educational service; development of teaching and unit materials such as the preparation of unit guides, reading lists and basic activities associated with unit coordination; consultation with students; supervision; completion of on-line induction program; attendance at Lectures or seminars other than those being taught by the casual; attendance at school and/or faculty meetings as required; and attendance at required staff development activities.	50.66	52.18	53.48	55.30
T Other required academic activities as for S above, in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	59.11	60.88	62.41	64.53

NOTE: The casual pay rates contained in this Schedule are the paid rates applicable for each relevant work activity.

SCHEDULE 2 – SALARY RATES – ELC EMPLOYEES

1. ENGLISH LANGUAGE TEACHERS

	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Incremental Step	\$	\$	\$	\$
1	71,289	73,428	75,263	77,822
2	75,914	78,191	80,146	82,871
3	80,550	82,967	85,041	87,932
4	83,544	86,050	88,202	91,200
5	86,333	88,923	91,146	94,245
6	88,792	91,456	93,742	96,929
7	89,680	92,370	94,680	97,899
Qualification Based steps				
	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
8	92,329	95,099	97,476	100,791
9	95,868	98,744	101,213	104,654

2. ELC MANAGERS

	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Incremental Step	\$	\$	\$	\$

1	101,514	104,559	107,173	110,817
2	105,017	108,168	110,872	114,641
3	108,315	111,564	114,354	118,242
4	109,398	112,680	115,497	119,424

3. ELC DIRECTOR OF STUDIES

	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Incremental Step	\$	\$	\$	\$
1	118,206	121,752	124,796	129,039
2	123,362	127,063	130,239	134,668
3	125,217	128,974	132,198	136,693
4	126,469	130,263	133,520	138,059

4. CASUAL ELC RATES OF PAY

Description	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading
Teaching, inclusive of preparation, teaching and all associated duties as determined by the ELC Manager	87.41	90.03	92.28	95.42

Other activities, not associated with classroom teaching, including, but not limited to: - reasonable time taken for all marking that is not undertaken within class - attendance at meetings - required staff development activities - travel between campuses	46.01	47.39	48.58	50.23
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5. RATES OF PAY IELTS, OET and PTE TESTING

Description	6-Jul-22	1-Jul 23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading
IELTS Examiner (equal to Mon - Fri teaching rate)	87.41	90.03	92.28	95.42
IELTS and OET Test Day Organiser (Interlocutor +20%)	60.95	62.78	64.35	66.54
OET Interlocutor	50.79	52.31	53.62	55.44
IELTS, PTE and OET Invigilator	32.97	33.96	34.81	35.99

SCHEDULE 3 – SALARY RATES – PROFESSIONAL EMPLOYEES

1. PROFESSIONAL EMPLOYEES

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 1 and Incremental step	\$	\$	\$	\$
1.1	52,505	54,080	55,432	57,317
1.2	54,427	56,060	57,461	59,415
1.3	54,971	56,620	58,036	60,009

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 2 and Incremental step	\$	\$	\$	\$
2.1	57,175	58,890	60,363	62,415
2.2	57,747	59,479	60,966	63,039

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 3 and Incremental step	\$	\$	\$	\$
3.1	59,647	61,436	62,972	65,113
3.2	61,578	63,425	65,011	67,221
3.3	63,492	65,397	67,032	69,311
3.4	65,423	67,386	69,070	71,419

3.5	66,078	68,060	69,762	72,134
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	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 4 and Incremental step	\$	\$	\$	\$
4.1	67,617	69,646	71,387	73,814
4.2	69,272	71,350	73,134	75,620
4.3	70,922	73,050	74,876	77,422
4.4	71,630	73,779	75,623	78,195

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 4 and Incremental step	\$	\$	\$	\$
5.1	74,080	76,302	78,210	80,869
5.2	76,691	78,992	80,967	83,719
5.3	79,297	81,676	83,718	86,564
5.4	81,911	84,368	86,478	89,418
5.5	82,730	85,212	87,342	90,312

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 6 and Incremental step	\$	\$	\$	\$
6.1	84,386	86,918	89,091	92,120
6.2	86,310	88,899	91,122	94,220

6.3	88,234	90,881	93,153	96,320
6.4	90,153	92,858	95,179	98,415
6.5	91,505	94,250	96,606	99,891

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 7 and Incremental step	\$	\$	\$	\$
7.1	93,273	96,071	98,473	101,821
7.2	95,850	98,726	101,194	104,634
7.3	98,423	101,376	103,910	107,443
7.4	101,006	104,036	106,637	110,263
7.5	102,521	105,597	108,237	111,917

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 8 and Incremental step	\$	\$	\$	\$
8.1	104,688	107,829	110,524	114,282
8.2	107,835	111,070	113,847	117,718
8.3	110,975	114,304	117,162	121,145
8.4	114,127	117,551	120,490	124,586
8.5	117,274	120,792	123,812	128,022
8.6	119,034	122,605	125,670	129,943

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
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Increase	4.60%	3.00%	2.50%	3.40%
HEO Level and 9 Incremental step	\$	\$	\$	\$
9.1	119,308	122,887	125,959	130,242
9.2	120,799	124,423	127,534	131,870
9.3	122,292	125,961	129,110	133,500
9.4	123,892	127,609	130,799	135,246
9.5	125,751	129,524	132,762	137,276

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level 10 and Incremental step	\$	\$	\$	\$
10.1	125,951	129,730	132,973	137,494
10.2	127,841	131,676	134,968	139,557

2. RESEARCH ASSISTANTS

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level and Incremental step	\$	\$	\$	\$
RA.1	76,213	78,499	80,462	83,198
RA.2	80,098	82,501	84,563	87,439
RA.3	80,900	83,327	85,410	88,314

3. JUNIOR AND SUPPORTED WAGE EMPLOYEES

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
Age	\$	\$	\$	\$
Younger than 17 years	29,451	30,335	31,093	32,150
17 years	35,225	36,282	37,189	38,453
18 years	43,887	45,204	46,334	47,909
19 years	48,507	49,962	51,211	52,952

4. APPRENTICES

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
	\$	\$	\$	\$
First year	29,451	30,335	31,093	32,150
Second year	35,225	36,282	37,189	38,453
Third year	43,887	45,204	46,334	47,909
Fourth year	52,549	54,125	55,479	57,365

5. CASUAL PROFESSIONAL RATES OF PAY

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading

	\$	\$	\$	\$
Pre-HEO Level 1	28.64	29.50	30.24	31.26
1	34.23	35.26	36.14	37.37
2	37.27	38.39	39.35	40.69
3	38.88	40.05	41.05	42.44
4	44.08	45.40	46.54	48.12
5	48.29	49.74	50.98	52.72
6	55.01	56.66	58.08	60.05
7	60.80	62.62	64.19	66.37
8	68.24	70.29	72.04	74.49
9	77.77	80.10	82.11	84.90
10	82.10	84.56	86.68	89.62

6. CASUAL RESEARCH ASSISTANTS

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%
HEO Level and Incremental step	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading	Inclusive of 25% loading
	\$	\$	\$	\$
RA.1	49.68	51.17	52.45	54.23
RA.2	52.21	53.78	55.12	56.99
RA.3	52.74	54.32	55.68	57.57

3.1 The Pre-HEO Level 1 casual rate shall apply to Casual Employees engaged to perform work in the nature of but not limited to the following categories:

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

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

3.3 The overtime penalties outlined in clause 25 do not apply to certain categories of Casual Employees. Instead, they shall receive an all-inclusive rate as outlined in the table below.

7. OTHER

	6-Jul-22	1-Jul-23	1-Jul-24	15-Jun-25
Increase	4.60%	3.00%	2.50%	3.40%

HEO Level	(Inclusive of 25% loading)	(Inclusive of 25% loading)	(Inclusive of 25% loading)	(Inclusive of 25% loading)
	\$	\$	\$	\$
UniGym Fitness Instructors per hour	43.00	44.29	45.40	46.94
AMC Bluefin Crew per day	878.92	905.29	927.92	959.47